

User Agreements: Terms of Service

1. GENERAL Elm Street Technology, LLC and its affiliates including Listingbook, LLC and EST Holdings I, LLC dba RLS2000 (collectively and individually herein referred to as "Elm Street" or "we") offer online products and services for real estate agents, teams and brokers, and their clients, that include but are not limited to the Elevate, Listingbook, RLS2000, eMerge, and AgentJet product suites (all of the products currently and in the future provided by Elm Street hereinafter are referred to as "Products"). In connection with the Products, Elm Street provides various websites, features, services, content, or applications (collectively and individually herein referred to as the "Elm Street Application"). Each product or service within the Elm Street Application may have other posted guidelines or rules (the "Additional Terms"). All such Additional Terms are incorporated by reference into this Terms of Use Agreement.

By accessing or using an elm street application, you, the user of the elm street application ("you," "your," or "user"), are subject to and agree to be bound by this terms of use agreement ("agreement") and any other additional terms incorporated by reference herein, whether you are a "visitor" (which means that you simply browse the elm street application with limited viewing and access to information), or you are an "account holder" (which means that you have registered for a elm street application account) ("visitors" and "account holders" are collectively referred to herein as "users"). You are only authorized to use the elm street application (regardless of whether your access or use is intended) if you agree to abide by all applicable laws and to this agreement. Please read this agreement carefully and save it. If you do not agree with it, you should leave the elm street application and discontinue use of the elm street application immediately.

2. MODIFICATIONS TO THIS AGREEMENT. Elm Street may modify this Agreement from time to time, and any such modifications shall be effective upon posting by Elm Street on the Elm Street Application. You agree to be bound to any changes to this Agreement when you use the Elm Street Application after any such modification is posted. It is therefore important that you

review this Agreement before each of your visits to the Elm Street Application to ensure that you are aware of any changes to this Terms of Use Agreement.

3. MODIFICATIONS TO THE ELM STREET SITE. You understand and agree that Elm Street may discontinue or change the Elm Street Application at any time, without notice to you. Elm Street makes no commitment to update the information and content on the Elm Street Application.

4. ACCOUNT REGISTRATION. To become an Account Holder within the Elm Street Application, you must register as a Consumer User, Real Estate Professional (Broker/Agent) User, or Service Provider User. You agree to provide true, accurate, and complete information about yourself as prompted by any account or subscription registration processes, including, without limitation, your name, and a valid email address. In addition, you agree to update that information to maintain its truthfulness, accuracy, and completeness. You represent and warrant that you are at least eighteen (18) years of age and have the legal capacity and authority to be bound by this Agreement. Your registration information and other information about you is subject to our Privacy Policy: <http://www.tryelevate.com/privacy/>.

A. Consumer User. You agree and acknowledge that i) all data obtained from the Elm Street Application is intended only for your personal, non-commercial use; ii) you will not copy, redistribute, or retransmit any of the data or information provided on the Elm Street Application; iii) the Multiple Listing Service that supplies the real estate data and images displayed to you on the Elm Street Application (“MLS”) owns all the copyrights in and to such data and images, and the MLS’ database compilation, and that You will not contest the validity of such copyright or ownership claims nor assist others in doing so; and iv) you will defend, indemnify and hold harmless Elm Street, and its members, managers, subsidiaries, affiliates, officers, employees, agents, and other partners against any and all claims, damages, judgments, and expenses, including attorney’s fees and litigation costs and expenses at trial or on appeal, arising from your breach of the representations, warranties, duties or obligations made or assumed by you in this Agreement. If you are a User of the Elm Street Application, you further agree and acknowledge that you have a bona fide interest in the purchase, sale or lease of real estate of the type being offered on the Elm Street Application, and that these Terms of Use do

NOT impose a financial obligation on you or create any representation agreement between you or the Real Estate Agent or Real Estate Broker through whom you receive a Elm Street Application account (hereinafter referred to as “Agent” or “Broker” respectively).

B. Real Estate Professional User. If you register as an Real Estate Professional User, you represent, warrant, and agree that: (1) you are a licensed real estate broker, or licensed real estate agent, and if you are an agent user of the Elm Street Application, you have the permission of your managing broker to register as a Elm Street Real Estate Professional User; (2) you are a member, subscriber or participant in good standing of the Multiple Listing Service that supplies the real estate data and images displayed to you on the Elm Street Application (“MLS”); (3) you will terminate your account status if, at any time, you are no longer a licensed real estate broker, or licensed real estate agent, and therefore, are no longer eligible to be a member, subscriber, or participant in good standing of the MLS; (4) you authorize Elm Street to contact you via email, text and/or telephone as necessary relating to the Elm Street Application and your Elm Street account; and (5) you will defend, indemnify and hold harmless Elm Street, and its members, managers, subsidiaries, affiliates, officers, employees, agents, and other partners against any and all claims, damages, judgments, and expenses, including attorney’s fees and litigation costs or expenses, arising from your breach of the representations, warranties, duties or obligations made or assumed by you in this Agreement.

C. Service Provider User. See Section 7 of this Agreement below.

5. OBLIGATION FOR USING YOUR PASSWORD. All information transmitted by, submitted by, or received from anyone presenting your password on the elm street application will be deemed to have originated with you, and shall be binding on you. You agree that you are solely liable for all actions taken via your password, whether or not made with your knowledge or authority. You agree to guard your password carefully, with the full awareness that a failure to keep it secure will enable others to engage in transactions through the Elm Street Application for which you will be legally responsible. If you suspect that someone may have obtained access to your password, who is not intended to have authority to act on your behalf, please contact Elm Street immediately to authorize Elm Street to deny access to the Elm Street Application to

anyone else presenting your password. You understand and agree that Elm Street may require you to change your account password from time to time for security purposes and may require additional security measures for you to access your Account.

By clicking “Update”, I provide my signature expressly consenting to contact from Elm Street Technology or its subsidiaries, affiliates, and agents at the numbers provided regarding client activities and Elevate products or services, via live, automated, or prerecorded call, text, or email. I am not required to enter into this agreement as a condition of any purchase. I can revoke this consent through any reasonable means.

6. USE OF THE Elm Street Application. A. Lawful Purposes. You represent and warrant that you will not use the Elm Street Application for any purpose that is unlawful, or prohibited by these terms, conditions, notices, and any applicable rules and regulations.

B. Limited License. Elm Street hereby grants you the limited right to access and use the Elm Street Application only for the purposes of accessing, viewing, downloading, posting, and printing information from and to the Elm Street Application for your personal and non-commercial use. You shall not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, broadcast, create derivative works from, transfer, or sell any information, software, products or services obtained from the Elm Street Application, including, without limitation, any MLS data, text, artwork, graphics, logos, button icons, images, audio clips, digital downloads, product and service descriptions, advertisements, directory information, and data compilations (collectively, “Content”). Elm Street reserves the right to suspend or deny, in its sole discretion, your access to all or any portion of the Elm Street Application as described in Section 16 below. Any rights not expressly granted to you herein are reserved to Elm Street.

C. Use of Information. The Elm Street Application may include information, tips, facts, views, and opinions. All such information is for informational purposes only and should not be considered as professional advice. Such information should not be relied upon for personal, medical, legal, business, financial, or other decisions without independent verification and analysis. Elm street disclaims any and all warranties relating to such information, tips, facts, views or opinions.

D. Real Estate Professional Users. If you are a Real Estate Professional User, you acknowledge and agree that you are solely responsible for your use of the Elm Street Application and compliance with any laws and regulations including the CAN-Spam Act and the Telephone Consumer Protection Act, 47 U.S.C. § 227 et seq., as well as those rules and regulations relating to the provision of real estate brokerage and agent services, including, without limitation, satisfying all applicable agency, non-agency, and other disclosure obligations, execution of any required agreements, and compliance with the policies of your MLS. You represent and warrant that any information you provide in connection with the Elm Street Application, including the content included in your account profile or any other feature or service of the Elm Street Application is true, accurate, and complete, and that you agree to update that information in order to maintain its truthfulness, accuracy, and completeness. You will defend, indemnify, and hold harmless Elm Street, and its members, managers, subsidiaries, affiliates, officers, employees, agents, and other partners against any and all claims, damages, judgments, and expenses, including attorney's fees, and litigation costs and expenses arising from your breach of the representations, warranties, duties and obligations made or assumed by you in this Agreement.

E. Consumer Users. If you are a Consumer User, you acknowledge and agree that: (1) Elm Street does not endorse or recommend any Agents or Brokers listed on or using the Elm Street Application, including those promoted in any Agent or Broker Directory or otherwise, and makes no representations regarding the skills or service of such Agents or Brokers; (2) any real estate brokerage services rendered to you by reason of your use of the Elm Street Application are being rendered solely by your Agent or Broker and not by Elm Street or any other party, whether or not Elm Street or such other party's names or logos appear on the Elm Street Application or your User Account; (3) Elm Street or your Broker/Agent may in their sole discretion limit the number properties or other data displayed to you in response to your search requests, as well as limit the amount of information displayed to you about such properties or data; (4) all of your activity on the Elm Street Application may be viewed, accessed, and tracked by Elm Street for business purposes subject to Elm Street's Privacy Policy, which is incorporated herein by reference; and (5) subject to your ability to unsubscribe/opt out in accordance with [Elm Street's Privacy Policy](#), Elm Street and Agent and Broker Users shall

have the right to engage in unsolicited communications with you through text, email and call, including by automated and pre-recorded means, relating to your account, the Elm Street Application and its products and services, and real estate. If you are a Consumer User of the Elm Street Application, you further acknowledge and agree that (1) all of your activity on the Elm Street Application may be viewed, accessed, and tracked by the Broker /Agent connected to the Elm Street Application you access, or Elm Street, including, without limitation, when you access the Elm Street Application, what you view while using the Elm Street Application, and any information that you submit, transmit, or post to or from the Elm Street Application (collectively, "Website Activity"); provided, however, that any "Private Notes" created by you in the Elm Street Application shall not be accessible by your Agent or Broker; (2) your Agent or Broker may transmit your Application Activity to, and share such Activity with, its affiliated licensed real estate agents without your notice or permission, except for your Private Notes; and (3) your Agent or Broker may reassign responsibility for collaborating with you through your Elm Street Application User Account either to (i) Broker directly, or (ii) another Agent affiliated with Broker, without prior notice to you or your consent.

7. OUR COMMUNICATIONS WITH YOU (TCPA Consent for United States Residents).

A. EXPRESS WRITTEN CONSENT. By using the Elm Street Application and submitting your contact information, you are providing your express written consent to receive communications from Elm Street, Elm Street Application or Real Estate Professional Users, at the email address and telephone numbers you entered into your account registration or contact form, or that you later provide to us or enter into the Elm Street Application, via live, automated or prerecorded email, text, or call.

B. E-MAILS, TEXTS, AND CALLS. These communications may include Elm Street Application updates, information about products and services, and telemarketing messages, through the use of email, landline phone, cellular phone, and text messages (including SMS and mms).

C. AUTOMATION. Elm Street, Elm Street Application or Real Estate Professional Users may contact you via live, automated, or prerecorded email, text, or call. Your carrier's standard rates and charges may apply.

D. NO PURCHASE NECESSARY. Agreeing to these communications is not a condition of

purchasing any property, goods, or services from us.

E. REVOKING CONSENT AND OPTING OUT. You may revoke your consent to receive communications at any time by replying “stop” to any of our texts, or by any other reasonable means. We will make a commercially reasonable effort to comply with any communications from you opting out but reply “stop” will automatically revoke your consent to further text communications, and we recommend that method. We may take up to 30 days to stop communications if you use a method other than the automatic reply “stop.” you consent to receive a final text message confirming you opt-out. You may revoke your consent to receive email communications by using the “unsubscribe” link in an email or by any other reasonable means. We will make a commercially reasonable effort to comply with any communications from you opting out of email, but “unsubscribe” will automatically revoke your consent to further email communications, and we recommend that method. We may take up to 30 days to stop email communications if you use a method other than “unsubscribe”. The “unsubscribe” link will also permit you to stop text communications. Your consent here also serves as your express written consent to electronic communications from us in the past. You represent and warrant that you 1) are at least 18 years old; 2) live in the United States (or Canada, in which case the Canadian consents below apply); 3) have not registered on a national or statewide Do Not Call list; 4) are the account holder for the email addresses and phone numbers you provided, or you have authorization from the account holder to give this consent; and 5) confirm that the email addresses and phone numbers you provided are accurate.

F. ADDITIONAL COMMUNICATIONS PROVISIONS (FOR RESIDENTS OF CANADA). In addition to the consent provided above in the Our Communications With You (United States) section, Canadian residents agree to the following provisions related to compliance with Canada’s Anti-Spam Legislation (“CASL”), Canada’s Personal Information Protection and Electronic Documents Act (“PIPEDA”) and Canadian provincial law including Alberta’ Personal Information Protection Act (“PIPA”), and Quebec’s Act Respecting the Protect of Personal Information in the Private Sector, 1) you agree to the provisions governing use and disclosure of personal information that are found in our Privacy Policy; 2) because the purpose of our communications include your interest in our services, our communication with you will continue until you revoke your

consent or opt-out; and 3) your personal information may also be transmitted to, used in, and stored in the United States.

8. ADVERTISEMENTS AND LINKS TO OTHER SITES.A. The Elm Street Applications may contain advertisements and hyperlinks to third party websites that are not under the control of Elm Street, including, without limitation, hyperlinks to the websites of Service Providers and advertisers. Elm Street, MLS, Agent and Broker are not responsible for any content in any advertisement or hyperlink on the Elm Street Applications or for any content in any hyperlinked website. If you access a third-party website from the Elm Street Applications, then you do so at your own risk. A hyperlink to a third-party website does not imply that Elm Street, MLS, Agent, or Broker endorse the content on or the business of the hyperlinked website. You are solely responsible for determining the integrity and reliability of the information in any advertisement or hyperlink on the elm street application as well as the information on the hyperlinked website. Elm Street provides hyperlinks only as a convenience. Further, because our Privacy Policy is applicable only when you are using an Elm Street Application. Once you have linked to another site, you should read that site's privacy policy before disclosing any personal information. Additionally, your dealings with or participation in promotions of advertisers or Service Providers found on the Elm Street Application, including payment for and delivery of goods and services, and any other terms (such as warranties) are solely between you and such advertisers or Service Providers. You agree that Elm Street, MLS, Agent or Broker shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers or Service Providers.

B. Elm Street may partner with a limited number of behavioral advertising companies to serve ads and/or collect certain non-personally identifiable information when you visit Elm Street Applications. Behavioral advertising companies may use cookies to collect non-personally identifiable information during your visit to the Elm Street Applications in order to help show advertisements on other websites likely to be more interesting to you. To learn more about this 'behavioral advertising' practice or to opt-out of this use of your anonymous information, you can visit the Network Advertising Initiative's opt-out link at: <http://www.networkadvertising.org/managing/optout.asp>.

9. SERVICE PROVIDERS. As a feature of the Elm Street Application, Elm Street provides advertisements, promotions, and service directories for providers of goods and services of the type that may be of interest to Users, including certain preferred service providers identified by Agents, Brokers, and others (all such providers of goods and services are hereinafter referred to as “Service Providers”).

A. Service Provider Users. If you are a Service Provider User, you acknowledge and agree that: (1) you shall be bound to any Additional Terms associated with such status, all of which are incorporated herein by reference; (2) you shall not use any name in connection with your Service Provider account that is confusing or misleading, or otherwise impersonate or deceive other Users with respect to your identity; (3) you shall not create a promotion in the Elm Street Application that is confusing, deceptive, or misleading to other Users; (4) Elm Street is not responsible for your interactions with any other Users, or use of their information, or for any other actions arising out of your use of your Service Provider account; (5) Elm Street is not responsible for any transactions you may enter into with any other Users; (6) Elm Street is not responsible for screening, censoring, or otherwise controlling your Service Provider account; (7) Elm Street is not acting as your or any third party’s agent in connection with the operation of the Elm Street Application; and (8) under certain circumstances Elm Street may pay an agent or broker that recommends you as a service provider a sales commission for advertising or service directory services you purchase from Elm Street in connection with the Elm Street website. You further acknowledge and agree that such advertising commission to the agent or broker is strictly in connection with the agent’s or broker’s services to Elm Street regarding such advertising or service directory services and is not in connection with any real estate transaction. You also represent and warrant that: (9) any products and services advertised by you on the Elm Street Application are legally permitted to be sold, advertised, or otherwise distributed by you to visitors to the Elm Street Application; (10) you have all licenses necessary to sell, advertise, and distribute such products and services; (11) such sale, advertisement, and distribution will be in accordance with applicable laws and regulations; and (12) you own or have a right to use all intellectual property, proprietary and similar rights in all materials and information submitted by you for use on the Elm Street Application. You agree to defend,

indemnify, and hold harmless elm street, and its members, managers, subsidiaries, affiliates, officers, employees, agents, and other partners against any and all claims, damages, judgments, and expenses, including attorney's fees and litigation costs and expenses, arising from your breach of any representations, warranties, duties or obligations made or assumed by you in this agreement. In addition to any other limitations or disclaimers by elm street in this agreement, elm street makes no guarantees or representations regarding the skills or the quality of the services that you may provide if a user elects to retain your services or purchase your products. It is entirely in your sole discretion and at your sole risk to enter into a direct contract or otherwise reach agreement with a user, and elm street does not guarantee or warrant a user's performance. Should you have a dispute with a user, you must address the dispute with that user directly, and you hereby agree to release, defend, indemnify and hold harmless elm street, its members, managers, employees and agents, and any other person, firm, or entity from any and all damages,, claims, or judgments, including consequential, incidental, punitive, exemplary, or statutory damages of every kind or nature, suspected and unsuspected, known and unknown, disclosed or undisclosed, and attorney's fees and litigation costs and expenses, arising out of or in any way connected with any disputes or dealings with users.

B. Consumer Users and Agent Users. If you are a Consumer User or Agent User, you acknowledge and agree that if you use the products or services of a Service Provider, you agree to be bound by any Additional Terms associated with such use, all of which are incorporated herein by reference. Although Service Providers are advertised and listed on the Elm Street Application, such Service Providers are not endorsed, recommended, or otherwise affiliated with Elm Street or its employees and agents. You may contact any of the Service Providers directly, and in some cases, you may request through the Elm Street Application that the Service Providers contact you directly. Further to the other provisions of this agreement, neither elm street, any MLS, nor any agent or broker make any guarantees or representations regarding the skills of any service provider or the quality of the services or products that any service provider may provide if you elect to retain their services. It is entirely in your sole discretion and at your sole risk to enter into a direct contract or otherwise reach agreement with or purchase a product from a service provider, and elm street, any MLS, agent or broker do not guarantee or warrant any service provider's performance or products, or the outcome

or quality of the services provided. Should you have a dispute with a service provider, you must address the dispute with that service provider directly, and you hereby agree to release elm street, its employees and agents, as well as any MLS, agent, broker or other person, firm, or entity from any and all damages or claims, including consequential and incidental damages of every kind or nature, suspected and unsuspected, known and unknown, disclosed or undisclosed, arising out of or in any way connected with your disputes and dealings with service providers.

C. Agent or Broker Compensation. Under certain circumstances, Elm Street may pay an Agent or Broker that recommends a Service Provider a sales commission for advertising or service directory services the Service Provider purchases from Elm Street in connection with the Elm Street Application. You acknowledge and agree that (1) any such advertising commission that you receive is strictly in connection with your services to elm street regarding such advertising or service directory services and not in connection with any real estate transaction; (2) Elm Street may change this sales commission program ("Program") in its sole discretion at any time; (3) any terms of the Program on the Elm Street Application are incorporated herein by reference; and (4) the payment for any commissions earned will be made according to the Program terms only after Elm Street has received a valid W-9 tax form, and/or any other government required tax form, from You.

10. AGENT AND BROKER DIRECTORY. As a feature of the Elm Street Application, Elm Street may provide a directory of Agents and Brokers for use by Consumer Users to find an Agent or Broker or to get an Elm Street Account ("Agent Directory").

A. Agent or Broker Users. You authorize Elm Street to include information you provide in your account profile or in any other area of the Elm Street Application to be included in the publicly displayed Agent Directory of the Elm Street Application unless you notify Elm Street in writing to remove your name from such Agent Directories. You represent and warrant that any information you provide that is included in the Agent Directory is true, accurate, and complete, and that you agree to update that information in order to maintain its truthfulness, accuracy, and completeness. You will defend, indemnify, and hold harmless Elm Street, and its managers,

members, subsidiaries, affiliates, officers, employees, agents, and other partners against any and all claims, damages, judgments, and expenses, including attorney's fees and litigation costs and expenses, arising from your breach of your representations, warranties, duties or obligations made or assumed in this Agreement.

B. Consumer Users. You agree that even though the Elm Street Application contains an Agent Directory, Elm Street does not endorse or recommend any Agents or Brokers listed on or using the Elm Street Application, including those promoted in any Agent Directory or otherwise, and makes no representations regarding the skills or service of such Agents or Brokers. If you select an agent or broker from an agent directory or as a result of other information on the elm street application, elm street makes no guarantees or representations regarding the information about, skills or the quality of the services of that agent or broker. If you elect to get an account from or retain the services of such agent or broker, it is entirely in your sole discretion and at your sole risk and elm street does not guarantee or warrant an agent's or broker's performance. Should you have a dispute with such agent or broker, you must address the dispute with that agent or broker directly, and you hereby agree to release, defend, indemnify and hold harmless elm street, its managers, members, officers, employees and agents, and any other person, firm, or entity from any and all damages, claims or judgments, including punitive, exemplary, statutory, consequential and incidental damages of every kind or nature, suspected and unsuspected, known and unknown, disclosed or undisclosed, and attorney's fees and litigation costs and expenses, arising out of or in any way connected with any disputes and dealings with any agent or broker.

11. INTELLECTUAL PROPERTY PROTECTION. As between you and Elm Street, the information displayed on the Elm Street Application, including, without limitation, MLS data, text, artwork, graphics, logos, button icons, images, audio clips, digital downloads, prices, product and service descriptions, advertisements, directory information, and data compilations (collectively, "Content"), is the property of Elm Street or its licensors, and is protected by U.S. and international trademark, copyright, and other intellectual property laws. You shall not copy, distribute, alter, display, perform, publish, or create derivative works from such Content. Systematic retrieval of data or other Content from the Elm Street Application to prepare any

collection, compilation, database, or directory is strictly prohibited. Listingbook, Listingbook.com, ELEVATE, RLS2000, AgentJet, eMerge and other Elm Street names, graphics, logos, designs, page headers, button icons, scripts and service names are trademarks, service marks, or trade dress of Elm Street. Elm Street's trademarks, service marks, and trade dress may not be used, including as part of trademarks, service marks, or as part of domain or sub-domain names, in connection with any product or service, other than those of Elm Street. You may not use any of Elm Street's trademarks, service marks or trade dress in whole or in part without the prior written permission of Elm Street. You agree that you will not register a domain name that includes the term "ELEVATE", "Listingbook", emerge, AgentJet, RLS2000, or any other words that are substantially similar thereto, or any other elm street trademark, service mark, or trade dress, and if you have done so, or do so in the future, you will promptly notify elm street and, at elm street's option, cancel, transfer, or assign such registered domain name to elm street without any consideration and will reimburse elm street for any attorney's fees, costs or expenses that it incurs in enforcing this provision. You further agree that if you are an agent user and have an elm street application using a sub-domain of Listingbook, elm street, rls2000, emerge or elevate, elm street may in its sole discretion deny or cancel your use of any sub-domain name at any time, even if you have previously been using such sub-domain as the web address of your web site. You agree that any sub-domain of elm street or any of its affiliates created for you as a web address for a website shall not include any trademark, service mark, trade dress or domain name owned by, or registered to, a third party, or any words that are substantially similar to such trademark, service mark, or domain name. You hereby agree to defend, indemnify and hold harmless elm street, its employees and agents, and any other person, firm, or entity from any and all damages, claims or judgments, including consequential, incidental, punitive, exemplary, or statutory damages of every kind or nature, suspected and unsuspected, known and unknown, disclosed or undisclosed, and any attorney's fees and litigation costs and expenses arising out of or in any way connected with any claims relating to your use of a domain name that includes the words "elevate", Listingbook" or any other elm street trademark, service mark, or trade dress, or words substantially similar thereto, or your use of a sub-domain as the web address of your personal website provided by elm street. You acknowledge and agree that the MLS, which supplies the data and images used in the Elm

Street Application, owns all copyrights in and to such data and images and in the MLS database, and that will not contest the MLS' copyright claims, nor assist others in doing so. You expressly authorize the MLS, which supplies the data and images used in the Elm Street Application, and its authorized agents and representatives, to access the Elm Street Application, including your Elm Street Account, for the purpose of verifying Agent Users' compliance with the MLS rules and monitoring the display of Agent Users' listings on the Elm Street Application. Except as expressly provided herein by these terms, neither elm street nor any third party has conferred upon you by implication, estoppel, or otherwise, any license or right under any patent, trademark, copyright, or other proprietary rights to use any elm street application. No ownership rights are or will be assigned to you.

12. USER SUBMISSIONS. Elm Street does not claim ownership of any materials you may provide to Elm Street (including feedback and suggestions) or that you post, upload, input or submit in connection with your use of the Elm Street Applications (your "Submissions"). However, subject to the Elm Street Privacy Policy, you hereby grant Elm Street a royalty-free, perpetual, world-wide license to use (including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, sublicense and reformat your Submissions, and to publish your name in connection with your Submissions) your Submissions in connection with the operation and promotion of the Elm Street Websites, including TryElevate.com, Listingbook.com, RLS2000.com and Elevate.com. No compensation shall be paid or owed to you with respect to Elm Street's or its sublicenses' use of your Submissions as licensed above. Elm Street is under no obligation to post or use your Submissions and may remove your Submissions at any time in Elm Street's sole discretion. By posting messages, uploading files (including graphics), inputting data, submitting any feedback or suggestions, or engaging in any other form of communication with or through Elm Street, you represent and warrant that you own or otherwise possess the rights necessary to do so and to grant Elm Street the license set forth above, and you will defend, indemnify and hold harmless Elm Street and its, officers, directors, managers, members, employees, agents and partners from any third party claims, damages, or judgments, including attorney's fees and litigation costs and expenses related to a breach of any of your foregoing representations,, warranties, duties or obligations.

You are prohibited from posting on or through the Elm Street Application any of Submissions that are of the type described in the “Prohibited Submissions” listed below. Elm Street reserves the right to investigate and take appropriate legal action against anyone who, in Elm Street’s sole discretion, violates this provision, including without limitation, removing the offending Submission from the Elm Street Application, and terminating the Accounts of such violators. “Prohibited Submissions” include, but are not limited to Submissions that, in the sole discretion of Elm Street are: offensive and promote racism, bigotry, hatred or physical harm of any kind against any group or individual; harass or advocate harassment of another person; exploit people in a sexual or violent manner; contain violence or offensive subject matter or contain a link to an adult website; solicit personal information from anyone under the age of eighteen (18) years; promote information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; promote an illegal or unauthorized copy of another person’s copyrighted work; involve the transmission of “junk mail,” “chain letters,” or unsolicited mass mailing, instant messaging, “spimming,” or “spamming”; further or promote any criminal activity or enterprise or provide instructional information about illegal activities; violate another person’s privacy; or provide or create computer viruses; solicit passwords or personal identifying information for commercial or unlawful purposes from other users; or include a photograph of another person that you have posted without that person’s consent. Elm street assumes no responsibility for and expressly disclaims any and all liability for any user submissions. Elm street assumes no responsibility for monitoring user submissions and, if at any time elm street chooses, in its sole discretion, to monitor user submissions, elm street nonetheless assumes no responsibility for the submissions, no obligation to modify or remove any inappropriate or inaccurate submission, and no responsibility for any user conduct in submitting any submission. Furthermore, elm street makes no warranties, express or implied, about your reliance upon any submissions submitted by other users or any submissions that you transmit to other users.

13. DISCLAIMER OF WARRANTIES. Elm Street does not guarantee or warrant that the information on the Elm Street Application (“Content”) is accurate, complete, timely, or free of technical or typographical errors whether provided by Elm Street or a third party. It is your

responsibility to verify any information provided to you through the Elm Street Application. You expressly acknowledge and agree that use of the content on the elm street application is at your sole risk. The content is provided on an “as is” and “as available” basis. Elm street, any MLS, agent, and broker expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Elm street, any MLS, agent and broker make no warranty that the content will meet your requirements, or that access to the elm street application and the content will be uninterrupted, timely, secure, accurate, virus-free or error free; nor do elm street, any MLS, agent or broker make any warranty concerning the information and results that may be obtained from the use of the products or services provided or concerning the accuracy or reliability of any content. Elm street, any MLS, agent, and broker make no warranty regarding any advertisement or promotion of any kind on the elm street application, or any information obtained from any hyperlinked third-party site, including any advertiser or service provider site. Elm street, any MLS, agent, and broker make no warranty regarding the relationships between advertisers or service providers and other users, the relationships between consumer users and respective agent users, the fiduciary responsibilities of agent users, the validity of any agent user’s license to provide real estate brokerage and/or agent services. No information obtained by you from the elm street application shall create any warranty not expressly made herein. Some states do not allow the exclusion or limitation of implied warranties, so the above limitations may not apply to you.

14. LIMITATION OF LIABILITY. You agree that neither elm street, any MLS, agent, broker nor any party involved in creating, producing, or delivering the elm street application shall be responsible or liable for any punitive, exemplary, statutory, direct, incidental, consequential, or indirect damages or any damages whatsoever arising out of your access, use or inability to use the elm street application, any products, services, or content offered or provided on the elm street website, any other hyperlinked website or any errors or omissions in the content thereof, any person’s reliance on any information or content provided in the elm street application, whether or not the information or content is correct, current, or complete, or the consequences of any action you or any other person take or fail to take based on content

provided by or as a result of the use of the elm street application. You specifically agree that elm street and any MLS are not liable for any conduct by you associated with the elm street application, including, but not limited to, activities relating to account holder profiles, the agent directory, service provider directory or other services currently offered or those services that will be offered in the future. Elm street, any MLS, agent, and broker are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or service providers, computer equipment, software, or failure of any email due to technical problems or traffic congestion on the internet or on the elm street application, including any injury or damage to your, or any other person's computer related to or resulting from use of the elm street website. In no event shall elm street, its agents, and providers, or any MLS, agent or broker be liable for any punitive, exemplary, statutory, indirect, incidental, special, or consequential damages resulting from the use or the inability to use the elm street application, or from any information, products or services purchased, obtained, or accessed, or from any advertisements, messages received or transactions entered into through the elm street application, or resulting from unauthorized access to or alteration of transmissions or data, including but not limited to, damages for loss of profits, use, data, or other intangible property, whether based on contract, tort, strict liability or otherwise, even if elm street, any MLS, agent or broker have been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, the liability of elm street, any MLS, agent, or broker to you for any cause whatsoever and regardless of the form of the action, will at all times be limited to the amount paid, if any, by you to elm street for the access to and use of the elm street application. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so some of the above limitations may not apply to you. You agree that regardless of any statute or law to the contrary, you will file any claim or cause of action arising out of or related to your use of the Elm Street Application or this Agreement within one (1) year after such claim or cause of action arose or be forever barred.

15. INDEMNITY. You agree to defend, indemnify, and hold harmless Elm Street, and its subsidiaries, affiliates, officers, managers, members, employees, agents, and other partners against any and all claims, damages, judgments, and expenses, including attorney's fees and

litigation costs and expenses, arising from your use of the Elm Street Application, breach of this Agreement, or breach of any third party's rights. This and any other duty of indemnification set forth herein shall survive any termination of your account or use of the Elm Street Application.

16. PRIVACY POLICY. Elm Street respects your right to privacy and understands that visitors to and account holders with the Elm Street Application need to be in control of their personal information. To that end, Elm Street has developed a Privacy Policy, and you should review it carefully. Your use of the Elm Street Application constitutes your consent to the Elm Street Privacy Policy: <http://www.tryelevate.com/privacy/>.

17. TERMINATION OF Elm Street Application ACCESS AND ACCOUNT.

You understand and agree that Elm Street in its sole discretion, may terminate your account and any corresponding subscriptions, delete any content stored in your account, direct you to cease using the Elm Street Application, and discontinue or restrict your access to the Elm Street Application, all without notice to you and for any reason. In addition to the foregoing, if you are a Consumer User, you agree and understand that your Agent may terminate your Account in his or her sole discretion and that if your Agent ceases to be an Agent User then your Elm Street Consumer account will be terminated. You agree that Elm Street and/or Your Agent or Broker shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Elm Street Application, your account, or any parts thereof.

18. PRICING, RENEWALS, AND REFUNDS.

Elm Street's Products, including Elevate Social Pro, DMS, BOSS, CRM, IDX, Elite, Ignite, Agentjet, and eMerge, are sold on an annual or semi-annual subscription basis depending on the particular Product. Such annual/semi-annual subscriptions for the Products may be paid in a single payment at the time of sale ("Prepaid Subscription") or by equal monthly installments beginning at the time of sale ("Annual/Semi-Annual Paid Monthly Subscription"). All pricing is based upon Elm Street's then current price schedule for the Products, which Elm Street may change from time to time in its discretion.

A. Termination of Subscription. You understand and agree that Elm Street invests heavily in the initial set-up, maintenance, and ongoing development of the Product you purchase and that you may only cancel in accordance with this termination provision: 1) 30-Day Refund. You may cancel your subscription for any Product within thirty (30) days after purchasing your subscription and receive a full refund of any prepaid or monthly payment you have made. This refund excludes any set-up or administrative fees. It also excludes the refund of any third-party advertising expenditures in connection with one of our lead generation Products. 2)

Cancellation After 30 Days. a) Prepaid Annual/Semi-Annual Subscription—Because we provide a significant discount for a Prepaid Subscription, you will not be reimbursed for a Prepaid Subscription if cancelled more than thirty (30) days after purchase. If you give us notice of cancellation after 30 days, your Prepaid Subscription will remain in effect until your annual renewal date and will be cancelled for you on that date. b) Annual/Semi-Annual Paid Monthly Subscription-- If you wish to cancel your Annual/Semi-Annual Paid Monthly Subscription more than thirty (30) days after purchase, you may do so upon payment of a cancellation fee equal to three (3) months of the monthly subscription price. Your Annual/Semi-Annual Subscription Paid Monthly will continue until we receive payment of the cancellation fee. You may continue to use your subscription for the three months following payment of the cancellation fee.

B. Subscription Renewal--Your initial subscription will automatically renew on your annual renewal date unless you provide us with written notice to cancel at least thirty (30) days prior to your annual renewal date. Your Subscription will renew on your annual renewal date at the then current non-promotional subscription rate. Elm Street may elect to renew a Prepaid Annual/Semi-Annual Subscription as an Annual/Semi-Annual Paid Monthly Subscription on the annual renewal date subject to your right to change the renewal back to a Prepaid Subscription.

C. Written Notice-- To cancel your subscription, send written notice of cancellation to billing@elmstreettechnology.com.

D. Authorization to Charge Your Credit Card. You authorize Elm Street and its credit card processor to process your subscription and any renewal on any credit card that is in your Elm Street account and to update or extend the expiration date on any card in your account for

purposes of processing the credit card. Buyer agrees to provide Elm Street with a new credit card if the renewal cannot successfully be processed on the credit card on file.

E. Specific Pricing Policies. Elm Street may have pricing and cancellation policies for specific Products that differ from the general policies herein or may have separate agreements with differing pricing and cancellation policies (“Specific Pricing Policies”). If there is a conflict between Specific Pricing Policies and the terms of this Agreement, the terms of the Specific Pricing Policies shall prevail over the conflicting terms.

F. Elm Street reserves the right to change pricing and policies relating to any of its Products in its sole discretion.

19. AGREEMENT TO ARBITRATE.

You and Elm Street each agree that any and all disputes or claims that relate to or arise from your use of or access to the Elm Street Application, or any products or services sold, offered, or purchased through the Elm Street Application shall be resolved exclusively through final and binding arbitration, rather than in court, except that you may assert claims in small claims court, if your claims qualify. The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate section (this “Agreement to Arbitrate”). The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute arising out of or relating to the interpretation, applicability, enforceability, or formation of this Agreement to Arbitrate, any part of it, or of this Agreement including, but not limited to, any claim that all or any part of the Agreement to Arbitrate or this Agreement is void or voidable. The arbitration will be conducted by the American Arbitration Association (“AAA”) under its rules and procedures, including the AAA’s Supplementary Procedures for Consumer-Related Disputes (as applicable), as modified by this Agreement to Arbitrate. The AAA’s rules and a form for initiating arbitration proceedings is available on the AAA’s site at <http://www.adr.org>. The arbitration shall be held in the county in which you reside or at another mutually agreed location. If the value of the relief sought is \$10,000 or less, you or Elm Street may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and us subject to the arbitrator’s discretion

to require an in-person hearing if the circumstances warrant. Attendance at an in-person hearing may be made by telephone by you and/or us unless the arbitrator requires otherwise. The arbitrator will decide the substance of all claims in accordance with the laws of the State of North Carolina, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving our other users but is bound by rulings in prior arbitrations involving the same user to the extent required by applicable law. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This arbitration provision shall survive termination of this Agreement to Arbitrate and the closing of your Account or your use of or access to our Services, or any products or services sold, offered, or purchased through our Services.

A. PROHIBITION OF CLASS AND REPRESENTATIVE ACTIONS AND NON-INDIVIDUALIZED RELIEF.

You and Elm Street agree that each of us may bring claims against the other only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding, including but not limited to actions under the Telephone Consumer Protection Act, 47 U.S.C. § 227 et seq. Unless both you and us agree otherwise, the arbitrator may not consolidate or join more than one person's or party's claims, and may not otherwise preside over any form if a consolidated, representative, or class proceeding. The arbitrator may award relief, including monetary, injunctive, and declaratory relief, only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual claim(s). Any relief awarded cannot affect our other users.

B. COSTS OF ARBITRATION. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this Agreement to Arbitrate. If the value of the relief sought is \$10,000 or less, at your request, we will pay all filing, administration, and arbitrator fees associated with the arbitration. Any request for payment of fees by us should be submitted by mail to the AAA along with your Demand for Arbitration and we will make arrangements to pay all necessary fees directly to the AAA. If the value of the relief sought is more than \$10,000 and you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, we will pay as much of the filing,

administration, and arbitrator fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. In the event the arbitrator determines the claim(s) you assert in the arbitration to be frivolous, you agree to reimburse us for all fees associated with the arbitration paid by us on your behalf, which you otherwise would be obligated to pay under the AAA's rules.

C. CONFIDENTIALITY. The arbitration proceedings and arbitration award shall be maintained by the parties as strictly confidential, except as is otherwise required by court order or as is necessary to confirm, vacate or enforce the award and for disclosure in confidence to the parties' respective attorneys, tax advisors and senior management and to family members of a party who is an individual.

D. SEVERABILITY. With the exception of any of the provisions in of this Agreement to Arbitrate ("Prohibition of Class and Representative Actions and Non-Individualized Relief"), if an arbitrator or court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply. If an arbitrator or court decides that any of the provisions in Section 1 of this Agreement to Arbitrate ("Prohibition of Class and Representative Actions and Non-Individualized Relief") is invalid or unenforceable, then the entirety of this Agreement to Arbitrate shall be null and void. The remainder of the Agreement and its Legal Disputes Section will continue to apply.

20. MISCELLANEOUS. A. Assignment. This Agreement shall bind and inure to the benefit of Elm Street's successors, assigns and licensees. Elm Street shall have the right to assign or otherwise transfer its rights or obligations under this Agreement whether by contract or operation of law without your consent. You shall not have the right to assign, by contract, operation of law or otherwise, this Agreement or any of the rights, interests, or obligations hereunder.

B. Severability. In the event that any provision of this Agreement is, becomes, or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without such provision.

C. Waiver. The failure of Elm Street at any time or times to require performance of any provision hereof shall in no manner affect the right of Elm Street at a later time to enforce the same.

D. Applicable Law. You acknowledge that the Content contained in this Elm Street Application is controlled in and originates from the United States. Elm Street makes no representation that any of the Content is appropriate or available for use in other locations. Elm Street has no responsibility for any access to this Elm Street Application from territories where the Content may be illegal or otherwise prohibited. If you choose to access this Elm Street Application from other locations, you do so at your own risk and are responsible for compliance with applicable local laws. Any claim relating to the use of the Elm Street Application and any Content shall be governed by the internal substantive laws of the State of North Carolina, without regard to its conflicts of laws rules. You expressly consent to the jurisdiction of the state and federal courts of North Carolina for any such claim.

E. Entire Agreement. These Terms of Use, as amended, and the consents provided by you, constitute the entire agreement between you and Elm Street.

F. Amendments. Further to Section 2 of this Agreement, you agree that Elm Street may amend or modify these Terms of Use or impose new conditions at any time by updating these Terms of Use on the Elm Street Application or upon notice from Elm Street to you as published through the Elm Street Application or by e-mail. Any use of the Elm Street Application or order by you after such updating shall be deemed to constitute acceptance of such amendments, modifications, or new conditions. If you do not want to be bound by an amendment, you will need to terminate your registration, if any, and refrain from using the Elm Street Application or ordering any products or services after that date. No other amendments that differ from the terms of these Terms of Use will be valid unless they are in a paper writing signed by Elm Street and by you.

G. Notices. Except as expressly stated otherwise, any notices required or allowed under these Terms of Use shall be given to Elm Street by postal mail to: Elm Street Technology, LLC, P.O. Box

10768, Greensboro, North Carolina 27404, or as to a successor address that Elm Street makes available on the Elm Street Application or through any other reasonable manner. If applicable law requires Elm Street to accept e-mail notices (but not otherwise), then you may send Elm Street e-mail notice to support@elmstreettechnology.com. With respect to Elm Street notices to you, Elm Street may provide notice of amendments by posting them in the Elm Street Application and you agree to check for changes. Instead, or in addition, Elm Street may give notice by sending an e-mail to the e-mail address that you provide during registration. Notice shall be deemed given 24 hours after it is posted or an e-mail is sent, unless (as to e-mail) the sending party is notified that the e-mail address is invalid. H. Descriptive Headings. The headings of the several sections of this Agreement are intended for convenience of reference only and are not intended to be a part of or affect the meaning or interpretation of this Agreement.

H. Descriptive Headings. The headings of the several sections of this Agreement are intended for convenience of reference only and are not intended to be a part of or affect the meaning or interpretation of this Agreement.

21. THIRD PARTY DATA SERVICES.

A. By installing the YouTube token to set up content syndication and by posting videos to YouTube via Elevate, you are agreeing to be bound by the YouTube Terms of Service, available for review here: <https://www.youtube.com/t/terms>.

I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.

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