

CRE Datasource, LLC Terms and Conditions

Updated 02/07/2017

The submitting of information to, and use of, the commercial real estate services provided on the site CREDatasource.com (“CRE Datasource”) is subject to the following terms and conditions (the “Terms and Conditions”). BY SUBMITTING INFORMATION TO, OR ACCESSING INFORMATION FROM, CRE DATASOURCE, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS. These Terms and Conditions are a legal agreement between you and CRE Datasource, LLC. (“CRE Datasource”).

If you do not agree to these Terms and Conditions, do not submit information to, or access information from, CRE Datasource.

CRE Datasource reserves the right to modify or change these Terms and Conditions at any time. The most current copy of these terms and conditions will be posted and available for review on CRE Datasource, located at <http://CRE Datasource.com/terms Of Use>

Listings

You agree to maintain accurate contact information (specifically, a valid phone number and email address) to submit and maintain active property listings on CRE Datasource. You shall not use spiders, robots, or other automated services to submit listings on CRE Datasource. Additionally, you agree to allow submitted listing(s), or any part therein, to be searched, displayed, accessed, downloaded, copied, and otherwise referred to by users of your website, CRE Datasource, and other CRE Datasource partner websites including allowing all use of the CRE Datasource Tenant Representation Portal.

CRE Datasource shall have the sole authority to choose the way any property will be received, searched, displayed, accessed, downloaded, copied, and otherwise used on CRE Datasource. CRE Datasource shall have the right to modify the listing in the exercise of its rights under these Terms and Conditions. CRE Datasource may add digital watermarks to certain parts of your property listing, including photographs, to protect against the copying or further distribution of your photographs without your consent. CRE Datasource reserves the right to remove all or any part of a listing or refuse services to anyone at any time in its sole discretion.

Listings that are not modified or renewed within a Sixty (60) day period may be automatically changed to “Off Market” and are no longer viewable on CRE Datasource.

If you input or upload any data, information or images in or through CRE Datasource, (i) you represent and warrant that you are the sole owner of any such data, information or images, and (ii) you grant CRE Datasource a perpetual, transferrable, royalty-free, non-exclusive, worldwide license to use, modify and make derivative works from such data, information or images. You shall defend, indemnify, and hold harmless CRE Datasource (and CRE Datasource's officers, directors, employees and agents) from and against all costs, damages or losses by any of them (including, without limitation, reasonable attorneys' fees) because of a claim by any person that any data, information or images you submit to CRE Datasource violates, infringes, or misappropriates the any rights (including, without limitation, intellectual property rights) of any person.

You (i) agree not to post a property on CRE Datasource under any name other than that of the named licensed real estate agent(s) that has been engaged by the property owner to market the property under the terms of an agreement with the owner; (ii) agree to administer the properties provided by you and maintain their accuracy always and (iii) represent and warrant that all properties and associated information provided by you will be accurate, complete and not misleading. CRE Datasource accepts no responsibility for checking the accuracy of listings or any other data or materials submitted by you. CRE Datasource reserves the right to remove all or any part of the properties posted on your website or on CRE Datasource.

While CRE Datasource shall take all reasonable efforts for data backup and business resumption, you are solely responsible for retaining back-up copies of all information, photographs and other materials you provide to CRE Datasource.

Restrictions on Use of CRE Datasource

You agree that you shall not (directly or indirectly):

(i) use or reproduce any content that is obtained from CRE Datasource, or that is otherwise made available to you in CRE Datasource, for or about any other listing service or device;

(ii) use CRE Datasource in any manner for or about any other listing service or device;

(iii) use CRE Datasource as part of any effort by you or any third party to directly or indirectly compete with CRE Datasource or CRE Datasource (or any of its affiliates or subsidiaries), including without limitation using CRE Datasource in any manner or in combination with any other product or service to provide database services to any third party or any use that causes a reduction or loss from an existing or potential CRE Datasource customer;

(iv) remove, erase, or tamper with any copyright or other proprietary notice printed or stamped on, affixed to, or encoded or recorded in CRE Datasource;

(v) use spiders, robots, or other automated services to monitor, data mine or copy CRE Datasource products, services or information; decompile, decode or reverse engineer CRE Datasource software;

(vi) use CRE Datasource products or services in an unlawful manner, such as for offensive, abusive, tortious, libelous, defamatory or other illegal purposes;

(vii) use CRE Datasource or any of the tools therein to generate or send unsolicited emails or any content that would violate these Terms and Conditions; or

(viii) reverse engineer, decompile, disassemble, merge, copy, use, disclose, sell or transfer the underlying source code or structure or sequence of CRE Datasource's technology or delete or alter author attributes or copyright notices.

By using CRE Datasource's email tools, you agree to send emails only to those who parties who have given you consent or with whom you have has an established business relationship.

User Benefits and Passwords/Logins

User benefits are granted by CRE Datasource to individuals exclusively and are granted specifically to the registered customer only. No employee, independent contractor, agent, or affiliate of a competing real estate information service is permitted to access any of the Password Protected Areas of CRE Datasource without express written permission from CRE Datasource. User rights cannot be assigned, sublicensed, distributed, shared, viewed, accessed, or otherwise transferred to anyone other than the registered user without the express written permission of CRE Datasource. CRE Datasource requires that each registered user maintain a valid email address and a password, which shall be utilized for logging on to CRE Datasource. CRE Datasource has the right to refuse service to any user, individual, organization, or firm (and all members associated or affiliated with said organization or firm) that refuses to abide by these Terms and Conditions.

You are not permitted to share your login information with others. You are required to maintain the confidentiality of all logins and passwords. You shall use CRE Datasource solely for your own use and shall not allow others to use CRE Datasource under or through your login and password. You are responsible for the activities that occur under your account, login or password. CRE Datasource is not responsible for

any loss or damage arising from your failure to maintain the confidentiality of your account, login or password.

Termination

CRE Datasource reserves the right to terminate your access to and use of CRE Datasource at any time without prior notice with or without cause. Cause for termination includes, but is not limited to, breaches or violations of the Terms and Conditions, fraudulent or illegal activity by you, technical or security issues, discontinuance or material modification of CRE Datasource or account inactivity. Upon termination, CRE Datasource shall have no obligation to maintain or forward any content in your account.

Communications

You grant CRE Datasource the permission to communicate with you via email (as well as other communication channels such as phone and fax) for any purposes CRE Datasource determines to be relevant including, but not limited to, system messages, product updates, service announcements, and other marketing messages. CRE Datasource will use commercially reasonable efforts to honor your request to opt out of marketing messages, but under no circumstances will CRE Datasource have any liability for sending any email to its registered users/customers. By becoming a user of CRE Datasource, you agree that CRE Datasource may record the telephone and other electronic communications it has with you for internal CRE Datasource business purposes, including but not limited to training and quality assurance purposes.

Ownership

CRE Datasource solely owns and retains all rights, including Intellectual Property Rights (as defined below), title and interest in CRE Datasource and all underlying technology and data including any enhancements and improvements thereto because of providing Derived Products hereunder. For purposes of these Terms and Conditions, "Derived Products" means any additional tools or features in CRE Datasource which are developed using any property or listing data posted on CRE Datasource.

Intellectual Property Rights means any and all (i) copyrights and other rights associated with works of authorship throughout the world, including neighboring rights, moral rights, and mask works, (ii) trade secrets and other confidential information, (iii) patents, patent disclosures and all rights in inventions (whether patentable or not), (iv) trademarks, trade names, Internet domain names, and registrations and applications for the registration thereof together with all of the goodwill associated therewith, (v) all other intellectual and industrial property rights of every kind and nature throughout the world and however designated, whether arising by operation of law, contract, license, or otherwise, and (vi) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in effect.

CRE Datasource reserves the right in its sole discretion to terminate or modify any feature or offering on CRE Datasource, without notice, for any or no reason, and without notice, obligation or liability to you or any other person.

Limitation of Liability and Indemnification

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL CRE DATASOURCE BE LIABLE FOR (I) ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, LOSS OF BUSINESS REPUTATION, OR INTERRUPTION OR LOSS OF BUSINESS), (II) INACCURACIES, ERRORS OR OMISSIONS IN THE INFORMATION, PRODUCTS OR SERVICES PROVIDED, (III) RELIANCE BY YOU ON THE COMPLETENESS OR ACCURACY OF INFORMATION, PRODUCTS OR SERVICES, OR (IV) ANY DAMAGES, COSTS OR LOSSES ARISING FROM YOUR FAILURE TO KEEP YOUR LOGIN AND/OR PASSWORD SECURE.

To the maximum extent permitted by law, CRE Datasource's entire liability to you under these Terms and Conditions shall be to refund to your fees paid by you to CRE Datasource hereunder for the access to and use of CRE Datasource in the twelve (12) month period prior to the date of the claim, and in no event, will CRE Datasource's liability for any reason exceed such fees.

CRE Datasource (and its officers, directors, employees and agents) shall not be liable for any damages whatsoever arising from your use of the Derived Products, and you shall defend, indemnify and hold harmless CRE Datasource (and CRE Datasource's officers, directors, employees and agents) from and against any and all costs, damages or losses by any of them (including, without limitation, reasonable attorneys' fees) as a result of a claim by any person other you arising from your use of CRE Datasource or the Derived Products. Some jurisdictions do not allow the exclusion of liability for certain damages. Thus, some of the exclusions above may not apply to you.

Warranty Disclaimers

CRE DATASOURCE, THE LISTINGS, AND DERIVED PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. CRE DATASOURCE MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE CRE DATASOURCE, THE LISTINGS OR DERIVED PRODUCTS, INCLUDING WITHOUT LIMITATION, THEIR ACCURACY, COMPLETENESS OR OPERATION. CRE DATASOURCE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT. CRE DATASOURCE MAKES NO GUARANTEES OR ASSURANCES THAT ACCESS TO CRE DATASOURCE WILL BE UNINTERRUPTED OR SECURE. ALL INFORMATION OR CONTENT ACCESSED THROUGH CRE DATASOURCE, INCLUDING LISTINGS AND DERIVED PRODUCTS IS ACCESSED AT THE USER'S OWN DISCRETION AND RISK.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. THUS, SOME OF THE EXCLUSIONS ABOVE MAY NOT APPLY TO YOU.

Maps and Directions Disclaimer

The maps and directions information provided by CRE Datasource have been obtained from sources believed reliable, its use of such maps and directions are subject to the applicable terms of use of the sources of such maps and directions. CRE Datasource has not verified the information and make no guarantees, warranties or representations about the maps and/or directions. It is your responsibility to independently confirm the accuracy and completeness of any map and/or set of directions. You assume all risk of use.

Links to Third Party Sites

CRE Datasource may contain or provide information regarding applications, products and/or services provided or offered by third parties. CRE Datasource is merely an information provider and is not a referral service, and it does not recommend or endorse any such third-party applications, products and/or services or monitor or have any control over such third-party applications, products and/or services. Therefore, CRE Datasource makes no guarantee, representation or warranty of any kinds as to the quality, competency, value, reliability, responsiveness, accuracy or completeness of any such third party applications, products and/or services or the results obtained therefrom, and CRE Datasource assumes no responsibility or liability for any third party applications, products and/or services or for the actions or failure to act of those providing such third party applications, products and/or services. You assume full responsibility for your use of any such third-party applications, products and/or services.

CRE Datasource, in its sole discretion, may offer links to other web sites ("third-party sites") that may offer various products, services, and/or information. You should be aware that use of these third-party sites may be subject to separate terms and conditions, information collection practices, and other provisions. CRE Datasource cannot ensure that you will be satisfied with any products or services offered and/or purchased from such third-party sites. CRE Datasource does not endorse any of the products or services offered in any third-party sites. Further, CRE Datasource has not taken any steps to confirm the correctness, accuracy, or reliability of any information contained in any third-party sites. CRE Datasource expressly disclaims any responsibility for the privacy policies, information collection practices, the content, the accuracy of the information, and/or quality of products or services provided by or advertised on these third-party sites. Before proceeding with any transaction with any third-party site, whether the transaction is on-line or off-line, it shall be your sole responsibility to conduct whatever investigation you deem necessary and appropriate.

Copyright Complaints

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. CRE Datasource reserves the right to remove any material on CRE Datasource which allegedly infringes another person's copyright. If you believe in good faith that materials hosted by CRE Datasource infringe your copyright, you (or your agent) may send us a notice requesting that the materials be removed, or access to them blocked.

Such notice must meet statutory requirements imposed by the DMCA and must be in writing and include the following information in writing:

An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;

A description of the copyrighted work that you claim has been infringed. Please describe the work and, where possible, include a copy or the location (e.g., URL) of an authorized version of your work;

A description of the material that you claim to be infringing, as well as its location on the Site;

Your name, address, telephone number, and email address;

A statement by you that you have a good faith belief that the disputed use of the materials is not authorized by the copyright owner, its agent, or the law; and

A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice.

You should consult your legal advisor before filing a notice or counter-notice. Also, be aware that there can be substantial penalties for false claims.

Notices and counter-notices for the CRE Datasource should be sent to CRE Datasource, 8701 W. Parmer Lane Suite 3214, Austin TX 78729. Phone: (512) 296-1936.

Broker Directories

CRE Datasource may provide on CRE Datasource directories of brokers or agents ("Broker Directories").

CRE Datasource makes no claims about the specific skills or abilities of any broker or agent listed in any Broker Directory. CRE Datasource does not examine, determine, or warrant the competence of any broker or agent listed in any Broker Directory. Use of any Broker Directory to locate a broker or an agent is wholly voluntary and will not result in any liability against CRE Datasource. In no event, shall CRE Datasource be liable for damages to any user of any Broker Directory for the voluntary selection of any broker or agent, for the services provided by any broker or agent listed therein, or for any other damages which may occur. CRE Datasource cannot and does not provide any warranties related to the information contained in or resulting services listed in any Broker Directory. All information about any broker or agent listed in any Broker Directory is provided by the broker or agent itself/herself or herself, the broker or agent may provide "links" to his/her email and/or web site. CRE Datasource provides these links for the convenience of the user and does not endorse, approve, certify, or make warranties or representations as to the accuracy of these web sites.

CRE Datasource may edit, move, or delete any content in the Broker Directories (including content that you have provided) or terminate all or part of any Broker Directory without notice or liability for any reason at our sole discretion. You acknowledge that CRE Datasource has absolute editorial discretion to determine the structure and content of the Broker Directories and that, because any placement in any Broker Directory is subject to change or deletion at any time, you may not rely on any aspect of a placement's inclusion in any Broker Directory. You agree to waive any claim related to the inclusion, placement, exclusion, or removal of any placement in any Broker Directory. CRE Datasource is not responsible for any failure to remove or delay in removing harmful, inaccurate, unlawful, or otherwise objectionable content in any Broker Directory originating with or otherwise provided by third parties.

No Broker Directory shall be used for any of the following purposes: Information from it may not be added to, loaded into or transcribed into any database, information or text retrieval system, bulk mailing list or e-mail list server, any form of merge document, including but not limited to word processors, spreadsheets, databases, contact management systems, auto-dialers, address lists by any means including but not limited to electronic, mechanical or manual. Information from it may not be used for any form of solicitation or promotion regardless of whether such solicitation or promotion is for a commercial, charitable, or other non-profit use. Information from it may not be used for any commercial purpose whatsoever.

Brokers and Agents

If you have identified yourself as a broker or agent on the CRE Datasource registration form or otherwise identify yourself as a broker on CRE Datasource's Broker Directory, you represent and warrant that you are validly licensed as a broker and follow applicable broker requirements in all jurisdictions in which you are required to be licensed. CRE Datasource may, in its sole discretion, but without any obligation to verify such licensure, remove you from the list of brokers if CRE Datasource believes you are not a licensed broker or agent in any applicable jurisdiction. CRE Datasource may, in its sole discretion, terminate your accounts or refuse services to you if you repeatedly or knowingly misrepresent your licensed broker or agent status or if CRE Datasource receives any notification by any state agency or similar governmental authority that you are not a licensed broker.

CRE Datasource does not and shall not have any obligation to independently verify the licensure of individuals identified as brokers and agents on CRE Datasource. It is your responsibility to confirm the licensed status of any brokers listed on the CRE Datasource website.

Governing Law

These Terms and Conditions, CRE Datasource and the Derived Products provided by CRE Datasource, shall be governed by the laws of the State of Missouri, without reference to conflict of laws principles. Any dispute, controversy or claim arising out of or relating to these Terms and Conditions, including any disputes relating to CRE Datasource or any Derived Product, whether sounding in contract, tort or otherwise, shall exclusively be brought and heard in the State and Federal courts of Kansas City, Missouri, and you expressly consent to the jurisdiction of such courts. Notwithstanding the foregoing, CRE Datasource may seek preliminary injunctive relief from a court of law in the event of a breach of these Terms and Condition by you in any court with personal jurisdiction over you.

Events Beyond CRE Datasource's Control

Without limiting anything in these Terms and Conditions, you expressly absolve and release CRE Datasource from any claim of harm resulting from a cause beyond CRE Datasource's control including, but not limited to, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, or natural disasters, strikes or other labor problems, wars, terrorism, or governmental restrictions.

Waiver

Failure to insist on strict performance of any of these Terms and Conditions will not operate as a waiver of any subsequent default or failure of performance. No waiver by CRE Datasource of any right under these Terms and Conditions will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time.

Severability

If any part of these Terms and Conditions is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and the liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most clearly matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.

Relationship

No joint venture, partnership, employment, or agency relationship exists between you and CRE Datasource because of these Terms and Conditions or your utilization of CRE Datasource or any Derived Product.

Compliance with Laws

Your access to CRE Datasource is governed by all applicable federal, state and local laws. You agree to fully comply with all such laws.

Assignment

These Terms and Conditions shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. The rights under these Terms and Conditions or any license granted hereunder may not be assigned, sublicensed or otherwise transferred by you without the prior written consent of CRE Datasource, which retains the right to withhold consent in its sole discretion.

Notices

All notices to CRE Datasource must be in writing and must be sent registered mail, certified mail, or overnight mail with a return receipt requested to Chief Financial Officer at CRE Datasource.

Entire Agreement/ Reservation of Rights

These Terms and Conditions represent the entire agreement between you and CRE Datasource with respect to use of and material available on or through CRE Datasource, and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the you and CRE Datasource with respect to the matters described herein. Any rights not expressly granted herein are reserved.