VOW Terms of Use

FOR THE PURPOSE OF THIS TERMS OF USE AGREEMENT ("TERMS OF USE"), AS A USER YOU MUST AGREE TO THESE TERMS OF USE BEFORE USING THE WEBSITE HAVING THE DOMAIN NAME OF AUTOMATEDVALS.HOMEGENIUSREALESTATE.COM (THE "VOW"). BY CLICKING AGREE, THE USER AGREES TO BE BOUND BY THESE TERMS OF USE, AND BE LIABLE TO THE OWNER OF THE VOW, HOMEGENIUS REAL ESTATE LLC (THE "VOW OPERATOR"), FOR ANY NONCOMPLIANCE WITH THESE TERMS OF USE. IF THE USER DOES NOT AGREE TO THESE TERMS OF USE, USER SHOULD NOT CLICK ON THE "CREATE ACCOUNT" BUTTON, MAY NOT USE THE VOW, AND MAY NOT CREATE OR MAINTAIN A LINK TO THE VOW.

USER ACKNOWLEDGES THAT IT MAY NOT ACCESS THE VOW AND HAVE ACCESS TO LISTING CONTENT AND OTHER CONTENT CONTAINED ON THE VOW UNTIL USER BECOMES A REGISTRANT OF THE VOW. THE FOLLOWING ARE CONDITIONS FOR BECOMING A USER ON THE VOW: (A) USER MUST ACCEPT AND AGREE TO THESE TERMS OF USE, (B) USER MUST PROVIDE THEIR NAME TO THE VOW OPERATOR, AND (C) USER MUST PROVIDE A VALID EMAIL ADDRESS TO THE VOW OPERATOR.

USER MUST SUPPLY TO THE VOW OPERATOR A PASSWORD, THE COMBINATION OF WHICH MUST BE DIFFERENT FROM THOSE OF ALL OTHER REGISTRANTS ON THE VOW, BEFORE USER WILL BE PERMITTED TO SEARCH AND RETRIEVE LISTING CONTENT AND OTHER CONTENT ON THE VOW. THE REQUIRED PASSWORD MAY BE ESTABLISHED BY THE USER, MAY BE SUPPLIED BY THE VOW OPERATOR, AT THE OPTION OF THE VOW OPERATOR. THE EMAIL ADDRESS A REGISTRANT PROVIDES TO THE VOW OPERATOR MAY BE ASSOCIATED WITH ONLY ONE REGISTRANT NAME AND PASSWORD.

1. Use of VOW. User agrees and acknowledges as follows:

a. A User's password and access to the VOW will expire in ninety (90) days after the date of registration, but may be renewed.

b. User has entered into a lawful consumer-broker relationship with the VOW Operator, as that relationship is defined under state law.

c. All Listing Content defined as any and all residential property listing content and data stored, maintained or displayed by a multiple listing service in its computer system database and all other content obtained from the VOW is intended only for User's personal, non-commercial (which in the case of User means any use of the Listing Content and other content other than in the normal course of such User's ongoing business of purchasing, selling or evaluating the potential purchase or sale of residential real property) use.

d. User has an interest in or a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW.

e. User will not copy, redistribute, or retransmit any of the Listing Content provided, except in connection with User's interest in an individual property or its consideration of the purchase or sale of an individual property.

f. User shall not use its account to breach the security or gain access to the account of any other User or any password protected, secure or non-public areas of the VOW.

g. User shall not use the VOW to post or transmit unsolicited email or spam to any other party(ies), including other Users.

h. User acknowledges the ownership of and the validity of each MLS's copyright in its MLS's database for the MLSs listed on Exhibit A attached hereto and incorporated herein.

2. Limitations on Use. Except as expressly provided under these Terms of Use or upon VOW Operator's express prior written consent, User may not (a) modify, copy, distribute, transmit, display, perform, reproduce, publish, upload, post, license, frame in another website, use on any other website, create derivative works of, transfer, sell, and/or exploit for commercial use, any content on the VOW, including Listing Content, including by email or other electronic means; (b) copy, reproduce, modify, create derivative works from, distribute, or publicly display any content from the VOW without VOW Operator's express prior written consent, and the appropriate third party, as applicable; (c) interfere or attempt to interfere with the proper working of the VOW or any activities conducted on the VOW; (d) bypass VOW Operator's robot exclusion headers or other measures VOW Operator may use to prevent or restrict access to the VOW; (e) circumvent any technological measures or features of the VOW that are intended to or effectively control access to the Listing Content, or any other protected content or information included on the VOW; or (f) not use any robot, spider, scraper or other automated means to access the VOW for any purpose without VOW Operator's express prior written consent.

3. Display of Listing Content. User acknowledges and agrees that the VOW and VOW Operator are governed by certain rules and policies of the MLSs which provides Listing Content to the VOW Operator. Accordingly, User agrees and acknowledges, and consents to VOW Operator taking all action required or allowed under the applicable rules and policies, including the following:

a. The VOW Operator is obligated to maintain an audit trail of User's activity on the VOW and make that information available to the VOW Operator's MLSs, if the MLSs have reason to believe that the VOW has caused or permitted a breach in the security of the data or a violation of applicable MLS rules. Further, if the MLSs have reason to believe that a VOW has caused or permitted a breach in the security of the data or a violation of MLS rules related to use by one or more Users, the VOW Operator shall, upon request, provide to the MLSs a copy of the record of the name, email address, user name, current password, and audit trail, if required, of any User identified by the MLSs to be suspected of involvement in the violation.

b. The VOW Operator expressly authorizes the MLSs listed on Exhibit A and other Participants in those MLSs or their duly authorized representatives to access the VOW for the purpose of verifying compliance with the MLS's rules and monitoring display of Participants' listings by the VOW.

4. Intellectual Property Ownership.

a. User acknowledges and agrees that the trademarks of VOW Operator (the "Marks"), the VOW, all content including Listing Content, and the look and feel of the VOW, to the extent protectable, are proprietary, original works of authorship of VOW Operator, or licensors of VOW Operator, protected under United States and worldwide copyright, trademark, and trade secret laws of general applicability. User further acknowledges and agrees that all right, title and interest in and to the Marks, the VOW, and the look and feel of the VOW, including all content including Listing Content, are and shall remain with VOW Operator, or its licensors, and that the MLS databases from which Listing Content is obtained ("MLS Databases") are protected under United States and worldwide copyright law, and are owned by the MLSs, or their licensors, providing such database. User agrees not to contest or infringe these rights, directly or indirectly, at any time without the prior written consent of VOW Operator. User's modification of the content including Listing Content, use of the content, including Listing Content, on any other VOW or networked computer environment, or use of the Listing Content for any purpose in violation of these Terms of Use, violates the copyrights, trademarks or other intellectual property rights of VOW Operator or its licensors, and is prohibited. Except as expressly provided under these Terms of Use, User may not use on any VOW, including User's VOW, or on any other materials, the Marks, or any other trademarks or copyrighted materials appearing on the VOW, including without limitation any logos, without the express prior written consent of the owner of the mark or copyright.

b. User agrees not to challenge the VOW Operator's rights in and to the VOW and the content including Listing Content contained on the VOW, or to take any action inconsistent with the provisions of this Section 4 of these Terms of Use. User agrees to take all action and execute and deliver to the VOW Operator all documents requested by the VOW Operator in connection with the copyright application and registration of the VOW.

c. Without limiting the generality of this Section 4.c, User acknowledges and agrees that the VOW Operator may license, or otherwise grant rights in or to the VOW to any third party for any lawful purpose reasonably deemed appropriate by the VOW Operator.

d. VOW Operator will not use User's name, marks, logos, brands or distinctive identification or refer to User in any advertising, publicity releases or sales or marketing communication, without User's prior written approval.

5. Interruptions to the VOW; Changes to VOW. User acknowledges that access to the VOW may from time-to-time be unavailable to User, whether because of technical failures or interruptions, intentional downtime for service or changes to the VOW, or otherwise. User agrees that any modification of the VOW, and any periodic interruption or unavailability of access to the VOW shall not constitute a default of any obligations of the VOW Operator under these Terms of Use, and the VOW Operator shall have no liability of any nature to User or User's employer or principal for any such modifications, interruptions, unavailability, or failure of access. VOW Operator has the right at any time to change or discontinue any aspect or feature of the VOW, including, without limitation, the content, hours of availability, and equipment needed for access or use of the VOW. User shall be responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed for access to and use of the VOW and all related charges.

6. Proprietary and Other Notices. User agrees that it will not alter or remove any trademarks or copyright notices or other notices and disclaimers located or used on, or in connection with, the VOW or

7. Effective Date. These Terms of use shall be dated effective as of the date User clicks on the "Create Account" button.

8. Survival. The provisions of Sections 2 and 4 of these Terms of Use shall survive the termination of these Terms of Use.

Exhibit A.
Birmingham Association of REALTORS
Gulf Coast Multiple Listing Service Inc.
Arizona Regional Multiple Listing Service, Inc.
Northern Arizona Multiple Listing Service
Multiple Listing Service of Prescott Area Association of Realtors®, Inc.
Tucson Association of Realtors® Multiple Listing Service, Inc.
The Western Arizona Realtors® Data Exchange
Yuma Association of Realtors® Multiple Listing Service
Cooperative Arkansas Realtors® Multiple Listing Services, Inc.
Golden Empire MLS, Inc.
Bay Area Real Estate Information Services, Inc.®
Multiple Listing Service of the High Desert Association of REALTORS®
Pismo Coast Association of REALTORS®
California Desert Association of Realtors® Multiple Listing Service
Joshua Tree Gateway Association of REALTORS®
East Bay Regional Data Multiple Listing Service
Berkeley Association of REALTORS®
Fresno Multiple Listing Service
Greater Antelope Valley Association of Realtors®, Inc. Multiple Listing Service
Lompoc Valley Association of Realtors® MLS
MetroList Services, Inc.
Custom/MLSListings Professional Edition
California Regional Multiple Listing Service, Inc.
Sandicor, Inc.
Santa Barbara Multiple Listing Services
Multiple Listing Service of Shasta Association of Realtors®
Sierra North Valley MLS
Tri-Counties Association Multiple Listing Service
Tulare County Association of Realtors® Multiple Listing Service
The Combined L.A. / Westside Multiple Listing Service, Inc.
Conejo Simi Moorpark Association of REALTORS®
Multiple Listing Service of the High Desert Association of REALTORS®
Colorado Real Estate Network, Inc. Multiple Listing Service
Information and Real Estate Services, LLC
MetroList Multiple Listing Service
Connecticut Multiple Listing Service. Inc.
TREND
Central Panhandle Association of REALTORS® Multiple Listing Service
Realtors® Association of Citrus County, Inc.
Daytona Beach Area Association of Realtors®, Inc. Multiple Listing Service
Emerald Coast Association of Realtors® Multiple Listing Service
Realtor® Association of Greater Fort Myers and the Beach, Inc. Multiple Listing Service
Gainesville-Alachua County Association of Realtors®
MyFlorida Regional Multiple Listing Service dba Stellar MLS
Southern Black Hills Association of Realtors® Multiple Listing Service
Bryan-College Station Regional Multiple Listing Service
Northeast Florida Multiple Listing Service, Inc.
Pensacola Association of Realtors®, Inc. Multiple Listing Service
Monmouth-Ocean Multiple Listing Service, Inc.
Realtors® Association of Indian River County Multiple Listing Service
Regional Multiple Listing Service
Multiple Listing Service of Naples, Inc.
Capital Area Technology & REALTOR® Services, Inc.
Greater Augusta Association of Realtors®, Inc. Multiple Listing Service
First Multiple Listing Service, Inc.

Metropolitan Multi-List, Inc.
MLS Hawaii, Inc.
Honolulu Board of Realtors®
Intermountain Multiple Listing Service, Inc.
UPSTAR MLS
Broker Listing Cooperative™ Listing Service
Greater Northwest Indiana Association of Realtors®, Inc.
MLS of Greater South Bend Mishawaka Association of REALTORS, Inc.
Des Moines Area Association of Realtors® Incorporated Multiple Listing Service
Heartland Multiple Listing Service, Inc.
South Central Kansas Multiple Listing Service, Inc.
Multiple Listing Service of The Greater Baton Rouge Association of Realtors®, Inc.
Gulf South Real Estate Information Network, Inc.
Bayou Board of Realtors, Inc.
Multiple Listing Service, Inc. A Wholly Owned Subsidiary of The Northwest Louisiana Association of Realtors®
Southwest Louisiana Association of Realtors® Multiple Listing Service
Maine Real Estate Information System, Inc.
Coastal Association of Realtors®
Metropolitan Regional Information Systems, Inc.
MLS Property Information Network, Inc.
MLS Exchange, Inc.
Greater Lansing Association of Realtors®
Michigan Multiple Listing Service, Inc.
Northeastern Michigan Board of Realtors®
Pearl River Board of Realtors®
Realcomp II Ltd.
Regional Multiple Listing Service of Minnesota, Inc.
Lake Superior Association of REALTOR
Golden Triangle Association of Realtors®, Inc.
Hattiesburg Area Association of Realtors®, Inc.
Central Mississippi MLS, Inc
Mississippi Gulf Coast Multiple Listing Service, Inc.
Laurel Board of Realtors®
Multiple Listing Service of The Vicksburg-Warren County Board of Realtors®
MLS of Northeast Mississippi Board of Realtors, Inc.
Northwest Mississippi REALTORS®
Multilist Service of Springfield Realtors®, Inc.
Mid America Regional Information Systems
The Ozark Trail Board of Realtors®
Tri-Lakes Board of Realtors® Inc./Tri-Lakes MLS, Inc.
Northwest Montana Association of REALTORS, Multiple Listing Service, Inc.
Southwest Montana Multiple Listing Service
Billings Association of Realtors® Multiple Listing Service
Omaha Area Board of Realtors®
Multiple Listing Service of The Grand Island Board of Realtors®, Inc.
Greater Las Vegas Association of Realtors®
Northern Nevada Regional MLS, Inc.
Garden State Multiple Listing Service, L.L.C.
New Mexico Multi-Board Multiple Listing Service, Inc.
Santa Fe Association of Realtors® Multiple Listing Service
Southwest Multiple Listing Service, Inc.
Brunswick County Association of Realtors
Carolina Multiple Listing Services, Inc.
Rocky Mount Area Association of Realtors®, Inc.
Washington-Beaufort County Board of Realtors®, Inc. Three Rivers MLS
Triad Multiple Listing Service, Inc.

Triangle MLS, Inc.
Northeast Ohio Real Estate Exchange
Scioto Valley Association of Realtors® Multiple Listing Service
Oklahoma City Metropolitan Association of Realtors®, Inc.
Western-Penn Multi-List
State-Wide Multiple Listing Service, Inc
Coastal Carolinas Association of Realtors, Inc.
Charleston Trident Multiple Listing Service
Multiple Listing Service of Greenville, South Carolina, Inc.
Multiple Listing Service of Hilton Head Island, Inc.
Realtors® Association of The Sioux Empire, Inc.
East Tennessee REALTORS® Multiple Listing Service
Memphis Area Association of Realtors® Multiple Listing Service
Tennessee Valley Association of Realtors® Inc.
Middle Tennessee Regional Multiple Listing Service
Austin/Central Texas Realty Information Service
Coastal Bend Multiple Listing Service
Greater El Paso Association of Realtors® Multiple Listing Service, Inc.
Houston Realtors® Information Service
Lubbock Association of Realtors®
Greater McAllen Association of Realtors® Multiple Listing Service
North Texas Real Estate Information Systems, Inc.
San Antonio Board of Realtors®, Inc.
Temple-Belton Board of Realtors® Multiple Listing Service
Waco Association of Realtors® Multiple Listing Service
Park City Board of Realtors®, Multiple Listing Service
Washington County Board of Realtors®
Wasatch Front Regional Multiple Listing Service
Central Virginia Regional Multiple Listing Service
Multiple Listing Service of Roanoke Valley Inc.
Northwest Multiple Listing Service
Regional Multiple Listing Service, Inc.
Spokane Association of Realtors® Multiple Listing Service
Kanawha Valley Multiple Listing Service
Greater Milwaukee Association of Realtors®
Door County Board of Realtors® Multiple Listing Service, Inc.
Realtors® Association of Northeast Wisconsin Multiple Listing Service
Northwestern Wisconsin Multiple Listing Service
South Central Wisconsin Multiple Listing Service
Cooperative Listing Service of Cheyenne, Inc.
Wyoming Multiple Listing Service
Western Regional Information Systems and Technology Inc.
Southeast Alabama Association of REALTORS
West Plains Board of Realtors®
California Regional Multiple Listing Service, Inc.
Northern Black Hills Association of Realtors® Multiple Listing Service
Hudson County Multiple Listing Service
Multiple Listing Service of Brevard, Inc. and Space Coast Association of REALTORS®, Inc.
Marco Multi List, Inc.
Realtors® Association of Maui, Inc.
Mountain Central Association of Realtors®
Snake River Regional Multiple Listing Service
Selkirk Association of Realtors® Multiple Listing Service
Midwest Real Estate Data, LLC
Egyptian Board of Realtors®, Inc.
Mid America Regional Information Systems

Capital Area Association of Realtors®
Bloomington Multiple Listing Service, Inc.
Dayton Area Board of REALTORS® - Multiple Listing Service
Southern Oregon Multiple Listing Service, Inc.
Multiple Listing Service of Greater Cincinnati, Inc.
Northwest Ohio Real Estate Information Systems, Inc.
Firelands Association of Realtors®
The Mansfield Board of Realtors® Multiple Listing Service
Genesee Region Real Estate Information Service, Inc.
New York State Alliance Multiple Listing Service
Realtors® Multiple Listing Service of Fargo-Moorhead
The Hudson Gateway Multiple Listing Service- West
Ithaca Board of Realtors®, Inc. Multiple Listing Service
Global Multiple Listing Service, Inc.
The Hudson Gateway Multiple Listing Service – East
Columbia Greene Northern Dutchess Multiple Listing, Inc.
Mid-Hudson Multiple Listing Service
Multiple Listing Service of The Jacksonville Board of Realtors®, Inc.
Carolina Smokies Association of REALTORS® Multiple Listing Service
Northern Jackson County Multiple Listing Service
Mountain Lakes Board of Realtors Multiple Listing Service
Cape Fear REALTORS®
Bismarck-Mandan Board of Realtors® Multiple Listing Service
Columbus Board of Realtors®
Lancaster MLS, Inc./Lancaster Board of Realtors®, Inc.
Ashland Board of Realtors® Multiple Listing Service
Bradford Sullivan Multiple Listing Service
Sumter Board of Realtors® Multiple Listing Service
Amarillo Association of Realtors®, Inc.
Real Estate Information Network, Inc.
Greater Northwoods Multiple Listing Service
Northern New England Real Estate Network
Central New York Information Service, Inc.
Lincoln County Board of REALTORS® Multiple Listing Service
Multiple Listing Service of Long Island, Inc.
South Jersey Shore Regional Multiple Listing Service
Greater Fairfield County MLS, Inc.
Multiple Listing Service of The Portsmouth Board of Realtors®, Inc.
Multiple Listing Service of Central Oregon
Quad City Area Realtor Association
Green Valley Sahuarita Association of Realtors® Multiple Listing Service
Pikes Peak Realtors® Services Corp. (Pikes Peak Multiple Listing Service)
Calaveras County Multiple Listing Service
Multiple Listing Service, Inc. of The Montgomery Area Association of Realtors®, Inc.
Key West Association of Realtors®, Inc. Multiple Listing Service
North Alabama Multiple Listing Service, Inc.
MLS of The Odessa Board of Realtors®
Staten Island Multiple Listing Service
Multiple Listing Service of The Northeast Louisiana Association of Realtors®
California Regional Multiple Listing Service, Inc.
Coeur D'Alene Multiple Listing Service, Inc.
Adirondack Champlain Valley Multiple Listing Service
Ocala/Marion County Multiple Listing Service
Greenville-Pitt Association of Realtors®
Multi List Service Committee of The Greater Scranton Board of Realtors®
Baldwin County Association of REALTORS® Multiple Listing Service Inc.

Outer Banks Association of Realtors®
Greater Pocatello Association of Realtors® Multiple Listing service
Multiple Listing Service of The Ocean County Board Of REALTORS®, Inc
Central West Tennessee Association of Realtors®
The Central Jersey MLS
Tuscaloosa Association of Realtors®
Centre County Association of Realtors® Multiple Listing Service
Multiple Listing Service of Chattanooga, Inc.
MLS of The Covington Association of Realtors® Inc.
East Alabama Board of REALTORS®
Northwest Arkansas BOR
Cambria-Somerset Association of Realtors® Multiple Listing service
Lehigh Valley Association of Realtors® Multiple Listing Service
Bagnell Dam Association of Realtors®, Inc.
Arkansas Regional MLS, Inc.
Tennessee/Virginia Regional MLS
Thomasville Area Board of Realtors® Multiple Listing Service
Cedar Rapids Area Association of Realtors®
Mid Georgia Multiple Listing Service
Multiple Listing Service of The Huntington Board of Realtors®
Peoria Area Association of Realtors®
Central Louisiana Board of Realtors®
Multiple Listing Service of The Lewis-Clark Association of Realtors®
North Central West Virginia Real Estate Information Network, Inc.
North Central Mississippi Board of Realtors®
South Tahoe Association of Realtors Multiple Listing Service
New Jersey Multiple Listing Service, Inc.
Sussex County Association of Realtors® Multiple Listing Service
Lowcountry Regional Multiple Listing Service, Inc.