

## **MAREP MEMBER LICENSE AGREEMENT AND TERMS OF USE**

### **1. ACCEPTANCE OF TERMS**

Welcome to the MAREP Web site. This site is provided by the Mutual Association of Real Estate Practitioners, Inc., a Missouri corporation ("MAREP") doing business as MAREP, Smarter Listing Service and SLS, subject to the following license agreement and terms of use, which may be updated from time to time without notice to you (collectively "this License"). You may periodically view the updated terms by going to [http://marep.net/members\\_folder/misc\\_files.termsofuse.pdf](http://marep.net/members_folder/misc_files.termsofuse.pdf). If you are in a jurisdiction where use of this service is prohibited or if you do not agree with this License, click "I do not accept" and do not use this service.

By clicking on the "I accept" button and by using and continuing to use MAREP forms and/or marep.net Web site ("the Web site"), you agree to be bound by this License, and represent and warrant that you are permitted to do so under applicable law.

As used in this License, the terms "you" and "your" shall mean and include you as the principal broker of your firm, your firm and any and all of your affiliated licensees, authorized agents, officers and employees. The terms "MAREP," "we," "us" and "our" shall mean the Mutual Association of Real Estate Practitioners, Inc. and their authorized agents, affiliate companies, officers and employees.

### **2. DESCRIPTION OF SITE AND SERVICES**

MAREP or third party software, protocols (including but not limited to Joomla, The Thinkery Intellectual Property and Adobe Acrobat protocols) (the "Software"), and services, content, or materials used that are authorized by MAREP (collectively, the "Service") provide member users with the ability to access, download, fill out and use MAREP forms that have been approved by legal counsel for the state in which the forms are intended to be used, the ability to advertise Member listings on MAREP's Web site(s) and a forum and member chat to enable members to communicate with each other and a MAREP moderator. MAREP owns or has licensed the rights to the Software, the Web Site and the forms accessible thereon and hereby grants to you the right to use them subject to the terms and conditions of this License.

By providing MAREP with business and/or personal information, subject to MAREP's Privacy Policy, you grant MAREP a non-exclusive license to (i) host, use, reproduce, modify, distribute, transmit, combine with information provided by third parties, such information on and through web sites controlled by MAREP, including but not limited to marep.org® and marep.net®, and co-branded or mirrored versions of such sites, and in MAREP's promotional or advertising materials, and (ii) sublicense to third parties such content to the extent necessary for the creation and maintenance of, in part or in whole, such sites.

You acknowledge that by permitting your company and listing information to be promoted through the Web Sites, MAREP is acting as a passive conduit for the transmission to third parties of any information related to such information that you submit to the Web Sites. In order for MAREP to distribute your information and facilitate contacts between you and third parties, you hereby grant MAREP permission to disclose any and all of the information that you provide through the Web Sites to any such third party that MAREP, in their sole discretion, deem relevant and appropriate, except that it is understood and agreed that, except as authorized by you or required by law, personal member information, listing expiration dates, terminated listing information and sales data shall not be disclosed publicly.

Any information that you provide through the Web Sites must be true, complete, and accurate, must not represent you as someone else or falsely identify you, must truly and accurately represent the properties you list and must not violate any law, statute, ordinance or regulation. You are solely responsible for such information and for all of the terms and conditions of transactions between you, MAREP members, the property owners, landlords and/or their authorized agents and any and all third parties, including, without limitation, personal and financial information.

## **Non-Commercial Services**

MAREP provides through the Web Sites a number of venues in which interactive services, such as on-line calculators, planning tools, and checklists ("Interactive Services") are offered to MAREP members and the public. Such services are offered for the sole purpose of disseminating information for the benefit of MAREP Members and the public. MAREP cannot guarantee the accuracy, sufficiency, correctness, veracity, completeness, or timeliness of such services. You are responsible for confirming the sufficiency and reliability of any such service.

THE INFORMATION CONTAINED IN AND PROVIDED THROUGH THE INTERACTIVE SERVICES IS NOT INTENDED OR IMPLIED TO BE A SUBSTITUTE FOR PROFESSIONAL ADVICE. MAREP MAKES NO EXPRESS OR IMPLIED REPRESENTATION, WARRANTY OR GUARANTEE IN CONNECTION WITH THE INFORMATION CONTAINED IN AND PROVIDED THROUGH SUCH SERVICES, INCLUDING THE APPROPRIATENESS, ACCURACY, CORRECTNESS, VERACITY, VALUE, SUFFICIENCY, TIMELINESS, OR COMPLETENESS OF THE DATA, METHODS AND OTHER INFORMATION CONTAINED IN AND PROVIDED THROUGH SUCH SERVICES. MAREP EXPRESSLY DISCLAIMS 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 WITH REGARD TO SUCH SERVICES. MAREP SHALL HAVE NO LIABILITY TO YOU OR ANY OTHER USER OF SUCH SERVICES OR TO ANY THIRD PARTY FOR ANY LOSS, EXPENSE, OR DAMAGE, INCLUDING CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES AND INCLUDING LOST PROFITS OR LOST REVENUE, CAUSED DIRECTLY OR INDIRECTLY BY ANY ERROR OR OMISSION, OR ARISING OUT OF, OR IN CONNECTION WITH, THE INFORMATION CONTAINED IN OR PROVIDED THROUGH SUCH SERVICES. IN NO EVENT WILL MAREP BE LIABLE TO ANY USER OF SUCH SERVICES OR TO ANY THIRD PARTY FOR ANY DECISION MADE OR ACTION TAKEN BY ANY USER OF SUCH SERVICES OR ANY THIRD PARTY IN RELIANCE UPON THE INFORMATION CONTAINED IN OR PROVIDED THROUGH SUCH SERVICES. A USER'S SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH SUCH A SERVICE IS TO STOP USING THE SERVICE.

## **Third-Party Services**

A number of commercial services, such as appraisal, home inspection, financial and contractor services are offered by third parties through the Web Sites. You acknowledge that by permitting such services to be offered through the Web Sites, MAREP is acting as a passive conduit for the transmission to such third parties of any information related to such services that you submit to the Web Sites. In order for MAREP to distribute your information and facilitate contacts between you and such third parties, you hereby grant MAREP permission to disclose any and all of the information that you provide through the Web Sites to any such third party that MAREP, in their sole discretion, deem relevant and appropriate. You must not submit a request for a third party service through the Web Sites unless you intend, in good faith, to contract with such third party for the use of such service.

MAREP is not and will not be responsible for (i) the terms and conditions of any transaction between you and any third party, (ii) any insufficiency of or problems with any such third party's background, insurance, credit or licensing, or (iii) the quality of services performed by any such third party or any other legal liability arising out of or related to the performance of such services. In the event that you have a dispute with any such third party, you release MAREP (and their affiliates, agents and employees) from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

## **3. MEMBERSHIP PRIVILEGES AND AGREEMENT**

### **Access to Web Site Password Protected Areas.**

Membership privileges are granted by MAREP to the principal broker exclusively and are granted specifically to the subscribing principal broker member only. Only the principal broker member and real estate salespersons and

brokers duly licensed under the principal broker member are authorized to access the Password Protected areas of the Web Sites as authorized by the principal broker member. No employee, independent contractor, agent or affiliate of a competing real estate broker or company, association or information service is permitted to access any of the Password Protected areas of the Web Sites without the express written permission of MAREP.

MAREP requires that each member maintain a valid email address, username and a password that shall be used for logging onto the Web Sites. Members are not permitted to share their individual login information with others except as specifically authorized by MAREP in this License.

MAREP utilizes email as a vital and primary communication channel with members. As a registered member, you hereby acknowledge and grant MAREP the permission to communicate with you via email (as well as other communication channels such as by phone and fax) for any purposes MAREP determines to be relevant, including but not limited to system messages, product updates, service announcements and other marketing messages. MAREP will use best efforts to honor member request to opt out of marketing messages, but under no circumstances will MAREP have any liability for sending any email to its registered members.

MAREP reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request.

**Transferability.**

Membership rights cannot be assigned, sublicensed, distributed, shared, viewed, accessed or otherwise transferred to anyone without the express written permission of MAREP.

**Basic Membership.**

This membership entitles Member to access and use MAREP real estate forms online through MAREP’s Web site(s) and to use them in accordance with the policy and terms posted on the Web site. Upon request and receipt of an additional \$25 to cover the cost of printing, shipping and handling, a paper copy of all forms will be provided, with updated forms mailed within thirty days of the date they are available. Copies of updated forms will be posted online as the updates occur. All affiliated licensees of Broker Member are entitled to access and use the forms so long as the membership is current. Broker Member understands that renewals shall be in the same amount as the initial membership unless notified otherwise in writing at least thirty (30) days prior to expiration of the membership.

The term “Broker” below means an individual licensed real estate broker who has no other licensees affiliated with him/her. The term also includes a husband and wife team, both of whom are real estate licensees and who have no other licensees affiliated with them. The term “Brokerage” means an individual real estate broker, a sole proprietorship, corporation, partnership or association that has other licensees affiliated with him/her/it.

<b>Membership Type</b>	<b>Annual Dues</b>	<b>Semi-Annual Dues</b>	<b>Quarterly Dues</b>	<b>Monthly Dues</b>	<b>90-Day Trial Membership</b>
Broker	<b>\$150.00</b>	<b>\$85.00</b>	<b>\$45.00</b>	<b>\$17.50</b>	<b>\$65.00</b>
Brokerage	<b>\$250.00</b>	<b>\$137.50</b>	<b>\$75.00</b>	<b>\$27.50</b>	<b>\$65.00</b>
Affiliate Members (non-licensees)	<b>\$50.00</b>				

- a. Affiliated licensees who wish to receive additional benefits and recognition for past accomplishments and experience may complete our designation form (provided upon request) and send it to us with an analysis fee of \$25. Upon receipt of the completed form and fee, we will analyze the past experience, education and accomplishments of the applicant and award a diploma commensurate with our findings.
- b. **90-day Trial Membership:** The initial rate for this membership is the same for both types of memberships. You can join at any time prior to the end of the initial 90-day period and trial membership dues will be applied toward your first year of membership, less a \$10 administrative fee. A Broker member would owe \$95 for a full year membership after a 90-Day Trial Membership and a Brokerage member would owe \$195. Semi-Annual, Quarterly and Monthly memberships are not available after a

90-Day Trial Membership until after the first year of membership, at which time the member may request to be changed to one of the other billing methods.

- c. Dues shall be paid in advance in accordance with the above schedule, the first payment being made herewith and all renewals shall be due on the first day of each month, third month, six month or twelfth month thereafter, according to the above schedule. Renewal dues not received within 15 days from the date due will be assessed a late payment penalty of \$15. With the exception of memberships paid monthly, the license to use real estate forms provided by MAREP will cease thirty (30) days from the renewal date (ten (10) days from the renewal date for monthly memberships), unless the renewal amount has been received by MAREP.

### **SLS Membership.**

As a member of MAREP Smarter Listing Service (“SLS”) you are authorized to submit to the Web Sites listing data and photographs related to real property listed by and/or owned by you and/or your real estate firm. Your right to submit listings shall continue so long as you are a member in good standing with MAREP in compliance with the MAREP Code of Ethics and this License, and shall terminate in accordance with the terms of this License.

You acknowledge that while MAREP does not pre-screen content posted by you to the Web Sites, MAREP, shall have the right (but not the obligation) in their sole discretion to refuse or remove any content that is posted by you or any other party to the Web Sites. Without limiting the foregoing, MAREP shall have the right to remove any content that violates this License or is otherwise objectionable, and to terminate your access to any or all of the Web Sites at any time without notice. You agree that you must evaluate, and bear all risks associated with the use of any content you post to the Web Sites, including any reliance on the accuracy, completeness, or usefulness of such content.

- **Payment for Membership, Products and Services.** You agree to pay for all memberships, products and services ordered through the Web Sites using the payment method indicated, and provide MAREP express authorization to charge said fees through the payment provider indicated by you. Fees owed depend on the specific type and quantity of MAREP membership, products, services, information or deliverables (collectively “Member Services”) ordered by you. Payment of fees shall not be contingent on any events other than providing of the order Member Services. Any attorney fees, court costs or other costs incurred in collection of delinquent undisputed amounts shall be the responsibility of and paid for by you. If payment is not current, MAREP may immediately cease to provide any and all Member Services to you and remove your listings from the Web Sites. Membership dues are non-refundable, regardless of whether the membership is terminated prior to the end of the then-current billing period. Prepaid fees will be refunded based on the number of months remaining on the contract period, beginning with the month following receipt of written cancellation, but may be subject to adjustment according to current monthly product pricing and subject to adjustment for any incentives or discounts provided for said prepayment. No partial month refunds will be provided.

It is your responsibility to promptly provide MAREP with any contact or billing information changes or updates (including phone number, email address, credit card numbers, etc.)

Your membership will automatically renew unless you contact us to cancel not less than three (3) business days prior to the renewal date and indicate your intent to cancel your membership either in writing by email message addressed to [info-line@marep.net](mailto:info-line@marep.net) or by calling MAREP at (417) 255-1840. All cancellation requests will be processed within five (5) business days, and you will receive a cancellation confirmation email message to the email address on record for your account. Questions concerning your membership may be addressed to Member Services at [info-line@marep.net](mailto:info-line@marep.net) or by phone at (417) 255-1840. MAREP reserves the right to change its fees or billing methods at any time. MAREP will provide timely notice to the affected members of any such changes.

- **Listing Information must be Duly Authorized.** You agree not to submit any listing information, property descriptions, photographs, videos, financial, contact or other information contained in a property's data to the Web Sites unless you have received all necessary rights and authorizations, including currently effective written listings signed by all property owners and permission from the photographer and/or copyright owner of any photographs, to publish and advertise the property on the Web Sites or, if applicable, your Web site. Specifically, you will not submit a photograph if you received the photograph from a third party without proper authorization from that third party. MAREP may, in its sole discretion, but without any obligation to search for them, remove property listings that are alleged to have been submitted in violation of this provision. In addition, MAREP may require additional evidence of compliance with this provision from members who are alleged to have submitted property information or photographs in violation of this License and you agree to promptly provide such evidence upon MAREP's request.
  
- **Listing Information must be Accurate.** You (a) represent and warrant that all property data, photographs and associated information submitted to the Web Sites by you will be accurate; (b) agree that you will not permit the posting of a property on the Web Sites under a name other than the name under which you or your firm is/are licensed; (c) agree that you will administer the listings submitted by you and maintain their accuracy at all times. MAREP reserves, in a manner consistent with reasonable business practices, the right to remove all or any part of any listing posted by you on the Web Sites. MAREP is not responsible for checking or verifying the accuracy of reports or data files submitted by you. While MAREP shall make reasonable efforts to backup data and resume business in the event of interruption of the Web Sites, you will be solely responsible for making and retaining backup copies of all information, photographs and other materials and information you submit to the Web Sites.
  
- **Proprietary Information and Confidentiality.**
  - You agree to treat all information obtained from the Web sites, including listings, member directory and any information otherwise made available to you through the Web Sites ("Content") as proprietary to MAREP and/or the Member to whom it pertains. You agree that the Content reserved for members will be maintained as confidential and shall be protected as a trade secret of MAREP. MAREP does not ensure the accuracy of, endorse or recommend any Content and your use of or reliance on such Content is at your own risk. You may access the listings of other members on the Web Site solely to obtain initial information from which further evaluation and investigation may commence.
  
  - You shall limit access to and use of listings to personal and internal use and shall not use listings obtained from the Web Sites for further distribution, publication, public display or preparation of derivative works or facilitate any of these activities in any way.
  
  - You may not use or reproduce any Content that is obtained from the Web Sites or that is otherwise made available to you through the Web Sites for or in connection with any other listing service or device. Further, you may not use the Web Sites in any other manner for or in connection with any other listing service or device.
  
  - You may not use the Web Sites to compile information on property owners for the purpose of soliciting listings from the owners.
  
  - Members violating these specific terms, specifically those members searching the Web Sites in an abusive or excessive manner, by automated or manual means, shall be subject to immediate termination of their membership and will be assessed an abusive use fee of \$500.
  
- **Member Owned Properties.** If you or any licensee affiliated with you owns properties and intends to market them via the Web Sites, you represent to MAREP that you will always disclose your or your

affiliated licensee's ownership interest in writing in all advertising and promotional materials used on the Web Sites.

- **Offer of Cooperation and Commission Splitting.** By submitting listings to the Web Sites you hereby agree to reasonably cooperate with other MAREP members in the sale or rental of the listed properties unless otherwise specified in writing in the listing data posted to the Web Sites. Unless otherwise specified in the listing data posted to the Web Sites, you represent and warrant that you have been given permission in writing in the listing to offer subagency to other brokers and to cooperate with buyers' agents and/or transaction brokers.
  - You further agree to post the commission split where indicated on the Web Sites. When a cooperating broker is the procuring cause of a sale, exchange, rental or lease of one of your listing properties, you agree to pay to the cooperating broker the commission split shown on the Web Sites unless otherwise agreed in writing between you and the cooperating broker. You agree to instruct the closing agent in writing to pay the agreed upon commission split at closing.
  - You must post your brokerage relationship with the seller/landlord on the Web Sites for each listing you submit (i.e. seller/landlord agent or transaction broker).
  - When operating as a cooperating broker (i.e. subagent, buyer's agent or transaction broker), you will disclose your brokerage relationship to the listing broker upon first contact.
  - MAREP assumes no responsibility for policing cooperation between members or the commission splits agreed upon between brokers. However, members may submit commission disputes to MAREP's grievance committee for disposition and failure to abide by the decision of that committee shall be cause for termination of your membership.
- **Submission and Administration of Listings.** MAREP reserves the right, but not the obligation, to review any listing you enter on the Web Sites ("Listing Review"). Although your listings may be subject to Listing Review, you remain solely responsible for abiding by the laws of the state(s) in which you are license, the laws of the state(s) in which properties you list are located, the MAREP Code of Ethics, our listing policies and this License and any applicable federal laws.
  - You may not submit to the Web Sites any listing that infringes upon the intellectual property rights of any party or that otherwise violates any applicable law. By entering listings on the Web Sites, you warrant and represent that you own or otherwise control all of the rights to such content including, without limitation, all the rights necessary for you to provide, post, upload, input or submit such content. You acknowledge that MAREP cannot police or control all of the content you provide and that is made available on the Web Sites.
  - **Representations and Warranties.** By posting listings to the Web Sites you represent and warrant that:
    - a) You are an actively licensed real estate broker in the state(s) in which any properties you list are located;
    - b) You hold a currently effective written listing agreement signed by all owners of the listed property in which the owners have given you authority to transmit, advertise, display and disclose the listing information submitted by you;
    - c) The information you post regarding any listed property is accurate to the best of your knowledge and, in the event that any information submitted to the Web Sites is found to be inaccurate, you will immediately correct such inaccuracies on the Web Sites;
    - d) You will not knowingly submit to the Web Sites any listing information, property data, photographs, videos or other information that does not accurately describe or show the listed property in its condition as of the date of the listing and, if the condition of the property or the

information related to it changes, you will immediately make such changes to the listing information contained on the Web Sites;

- e) You will not knowingly make substantial misrepresentations or false promises or suppression, concealment or omissions of material facts relating to any listings you submit to the Web Sites;
  - f) You will not use prizes, money, gifts or other valuable consideration as inducement to secure customers to purchase or lease listed properties when the awarding of such prizes, money, gifts or other valuable consideration is conditioned upon the purchase or lease of such properties;
  - g) All listings and listing information posted to the Web Sites will be in compliance with local, state and federal laws pertaining to them;
  - h) All properties listed will be offered for sale, exchange or lease without regard to race, color, religion, national origin, sex, handicap or familial status;
  - i) You will not list a single property or space in a multi-unit building more than once on the Web Sites at the same time. A duplicate is defined as the same physical property listed under more than one property or listing identification number. Condominiums with the same physical address are exempt as long as a unit number is included in the address field. Land parcels are also exempt from this provision, as long as the sum total of all individual parcels listed does not exceed the total acreage available at the physical property site. MAREP reserves the right to remove any and all listings that are determined to be duplicates with or without contacting the listing broker member. You may, however, list a property for sale and lease at the same time. MAREP reserves the right to combine duplicate space listings into a single listing.
- **Required Fields.** All fields noted by an asterisk (\*) on the “enter a listing” page are required fields and must be completed with valid data pertaining to the property listing being submitted (“Required Fields”). Property listings where data is missing or data entered in the Required Fields is deemed illogical will not be listed on the Web Sites until valid content is entered in the Required Fields.

All Address fields on the Web Sites including Address, City, State and Zip Code are required fields. These fields are intended for listing the physical address or intersection of the property being listed. These fields are not for the listing of additional information about the property. Entering “Confidential,” “Call Broker,” “Withheld,” or any other verbiage designed to withhold, hide and/or conceal the physical address in the Address1 or City fields is strictly prohibited. MAREP reserves the right to remove any and all property listings with non-address related or invalid information in any address specific field with or without contacting the listing broker member.

- **Property Descriptions.** Property descriptions are for the description of the property that is for sale, exchange or lease only. The posting of contact name, phone number, fax number, company information or URL links for any contacts including those who are not MAREP members is strictly prohibited in this section. Also, contact details for MAREP Basic members may not be listed. This type of information in the Property Description field will be removed from the listing and you will receive an email informing you of the change. Habitual violations of this policy will result in removal of all of your active listings on the Web Sites until all such content has been appropriately rectified.
- **Property Types.** Properties must be identified with the appropriate property type (e.g. residential, commercial, farm, land only, industrial, etc.). Adding the same listings under multiple property types is prohibited. MAREP reserves the right to change or remove property types deemed to be misleading.

- **Pricing.** A valid list price in the List Price field for the listed property is required for all listings and a valid rental rate for each space is required for lease listings. MAREP reserves the right to remove all listings that are deemed to have invalid prices or rental rates.
- **Listing Parameters.**
  - **Confidential Listings.** Listings containing the words “Confidential,” “Call Broker,” “Undisclosed,” “Withheld,” or any other similar verbiage in any required field are prohibited. All content of this type will be removed from the Web Sites. Abuse of this policy may lead to the removal from the Web Sites of all active listings for the listing broker member.
  - **Listing Quantity, Submission and Display.** There is no limit on the number of listings you may submit to the Web Sites, so long as the listings conform to this License and your membership is current.
  - **Use of Photographs.** Photographs posted, attached or affixed to listings must be actual photographs of the listed property. All such photographs must be either (a) the property of the listing broker or (b) the listing broker must have received all necessary rights and authorizations, including from the photographer and/or copyright owner of any photographs, to publish such photographs on the Web Site for the purpose of advertising the subject property. Photographs that are not directly related to the listed property, including brokerage company logos, may be removed at the discretion of MAREP

#### 4. LICENSE

The Web sites (which includes the Software) contain proprietary and confidential information that is protected by applicable intellectual property and other laws. YOU MAY use the Web sites and any updates provided by MAREP (in its sole discretion) in object code form on a business or personal computer owned or controlled by you and are only permitted to access and use the Web sites and services provided on them only as authorized in this License.

You promise that you will not use the Web Sites, in whole or in part, for any purpose that is unlawful or prohibited by these Terms of Use or for any purposes other than those that are authorized for your membership. You agree that you will not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, frame in another Web page, use on any other web site, transfer or sell any information, software, lists of users, databases or other lists, products or services provided through or obtained from the Web Sites. This means, among other activities, that you agree not to engage in the practices of "screen scraping," "database scraping," or any other activity with the purpose of obtaining lists of members, users or other information. You agree that you will not use the Web Sites in any manner that could damage, disable, overburden, or impair the Web Sites or interfere with any other party's use and enjoyment of the Web Sites. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Web Sites.

If and when requested by MAREP you agree to provide true, accurate and complete member information and to refrain from impersonating or falsely representing your affiliation with any person or entity. Except with the written permission of MAREP, you agree that you will not access or attempt to access password protected, secure or non-public areas of the Web Sites except as authorized by your membership. Unauthorized individuals attempting to access prohibited areas of the Web Sites may be subject to prosecution.

Except with the written permission of MAREP, you agree that you will not create links from any web site or web page to any page within the Web Sites with the exception of the Web Sites homepages, including, but not limited to pages currently located at <http://www.marep.net>. The origin of any such link to the Web Sites homepages must be accompanied by a clear and prominent attribution indicating that the link is connected to the Web Sites homepages. For example, prominently positioning the "MAREP" name and mark such that there is clear association between the name and mark and the destination of the link is acceptable. However, you agree that you

will not juxtapose the " MAREP" name and mark and the link with your name or any other material(s) in a manner which might give rise to any erroneous conclusion that there is any affiliation or association between MAREP, on the one hand, and you or any other person or entity, on the other hand. You agree that if MAREP, in its sole and unfettered discretion, requests in writing that you remove any link or links to the Web Sites, you will promptly do so. You agree that if you create any link to the Web Sites that you will not employ any technology that results in the placement of content from the Web Sites in a frame and/or a reduced pop-up window and/or any other display mechanism which changes the Web Sites from how they would appear if a user typed in their URL to a typical browser line.

## **5. INDEMNIFICATION**

By using the Web sites, you agree that MAREP, their officers, directors, shareholders, employees, affiliates, authorized agents, subsidiaries, suppliers, successors and assigns have no responsibility for assessing or resolving any disputes arising from your ability to understand or accurately interpret any listing information, photographs or videos contained on the Web sites, or otherwise use the Service.

YOU AGREE TO INDEMNIFY AND HOLD MAREP, AND THEIR, SUPPLIERS, AFFILIATES, SUBSIDIARIES, EMPLOYEES HARMLESS FROM ANY AND ALL CLAIMS AND DEMANDS, INCLUDING, BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES, MADE BY YOU OR ANY THIRD PARTY DUE TO OR ARISING OUT OF ANY INFORMATION, INCLUDED BUT NOT LIMITED TO MAREP SOLICITED INFORMATION, AFFILIATE SOLICITED INFORMATION, AND YOUR PUBLICLY POSTED INFORMATION, SUBMITTED, POSTED, OR OTHERWISE PROVIDED BY YOU TO THE WEB SITES AND/OR MAREP AND/OR THEIR AFFILIATES.

IN NO EVENT SHALL MAREP AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE WEB SITES, WITH THE DELAY OR INABILITY TO USE THE WEB SITES OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE WEB SITES, OR OTHERWISE ARISING OUT OF THE USE OF THE WEB SITES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF MAREP OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE WEB SITES, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEB SITES.

You agree to indemnify, defend and hold harmless MAREP, its partners, affiliates, subsidiaries and suppliers from any liability, loss, claim and expense (including attorneys' reasonable fees) related to your violation of this Agreement.

## **6. RESTRICTIONS ON USE**

YOU MAY NOT and will not allow any third party to:

- A. copy, decompile, reverse engineer, reverse assemble, disassemble, modify, rent, lease, loan, distribute, or create derivative works (as defined by the U.S. Copyright Act) or improvements (as defined by U.S. patent law) from the Web sites, or any portion thereof, or otherwise attempt to discover any source code or protocols (including but no limited to API protocols) in the Web sites;
- B. obtain or attempt to obtain unauthorized access to the Web sites or the MAREP network;

- C. incorporate the protocols or software, or any portion thereof, into any other service, software, hardware, or other technology manufactured or distributed by or for you;
- D. use the Web sites in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this License;
- E. use the Web sites to operate nuclear facilities, life support, or other mission critical application where human life or property may be at stake. You understand that the Web sites are not designed for such purposes and that their failure in such cases could lead to death, personal injury, or severe property or environmental damage for which MAREP is not responsible;
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