

## BrokerBees.com Terms and Conditions of Use

1. *Acceptance of Terms.* BrokerBees, LLC (“BrokerBees,” “We,” “Us” or “Our”) welcomes you to its web-application (the “Website”) and Services (the “Service”). By using its Website you are agreeing to the following Terms and Conditions of Use (the “Terms”) whether or not you are a registered customer of www.brokerbees.com. The Terms may be updated from time to time without notice to you. However you can always find the latest Terms at www.brokerbees.com. These Terms were last updated on [date].

In addition, when using any of Our owned or operated Website(s), you shall be subject to any posted policies, guidelines or rules applicable to the Website. All such policies, guidelines and rules are hereby incorporated by reference into the Terms. You further agree that, except as otherwise expressly provided in these Terms, there shall be no third party beneficiaries to this agreement.

**IF YOU DO NOT AGREE TO THE CURRENT TERMS AND CONDITIONS, PLEASE DO NOT USE THIS WEBSITE, SINCE YOUR USE OF IT CONSTITUTES ACCEPTANCE OF ALL OF THE CURRENT TERMS AND CONDITIONS FOR ITS USE.**

2. *Registration.* In order to use the Website you are required to register. We refer to registered users as “Users”. Users are subject to the following specific terms in addition to all of the other terms in this Agreement:

- a. In consideration of your use of the Website, you represent that you are of legal age to form a binding contract, which is eighteen (18) years of age in the United States, and are not a person barred from receiving Services under the laws of the United States or other applicable jurisdiction. **YOU MUST BE AT LEAST 18 YEARS OF AGE TO ACCESS AND VIEW THE SERVICE. IF YOU ARE 18 YEARS OR YOUNGER, DO NOT USE THIS SERVICE FOR ANY PURPOSE.**
- b. You agree not to access the Website in order to reverse engineer, for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes, including showing or providing access to anyone without a UserID.
- c. You also agree to provide true, accurate, current and complete information as required on the Website’s Registration Form. If you provide any information that is untrue, incomplete, not current or inaccurate, BrokerBees has the right to suspend or terminate your account and refuse your current or future use of the Website (or any portion thereof.)
- d. You agree that BrokerBees may, under certain circumstances and without prior notice immediately terminate your BrokerBees account, any associated username and/or access to the Website. Cause for such termination shall include, but is not be limited to: (i) a breach or violation of these Terms or other BrokerBees policies, guidelines or rules, (ii) extended periods of inactivity, (iii) your engagement in fraudulent or illegal activity, (iv) unexpected technical or security issues, and (v) requests by law enforcement or other government agencies. You also agree that any termination is in BrokerBees’s sole discretion and that BrokerBees will not be liable to you or any third party for any termination of your account, password, username, deletion of Content or access to the Website.
- e. Users will be given access to the Website by an accredited real estate brokerage services office (the “Subscriber”). The Subscriber has the right to terminate a User’s access without prior notice or cause. Questions can be direct to Support@BrokerBees.com.
- f. You agree that your account is non-transferable.

3. *Licenses Granted.* BrokerBees hereby grants you the personal, non-transferable right to use the Website and the Services, and once you have registered and established a User account, the limited license to use the Website and receive the associated Services. Notwithstanding the foregoing, BrokerBees reserves the right to refuse Services to any person or Company, or to enforce a forfeiture of any user name and/or user account for any reason, including without limitation violation of these Terms. We may, but have no obligation to remove, edit, block, and/or monitor Content or accounts containing Content that we determine in our sole discretion violates these Terms or poses a threat to any other User, to the provision of Services to other Users, or to BrokerBees, its licensees, and licensors or to other third parties.

4. *Description of Website and Service.* BrokerBees makes available a collection of resources to its registered Users (collectively referred to herein as the “Service”). Registered users (“Users”) can create Content (as defined by Section 6 below), modify, edit, rate, comment, share, or read other Users’ Content.

By using the Website and Service, Users understand and agree that other Users may share User Content.. Shared content shall not contain any specific User information such as personally identifiable information, including but not limited to name, place of work, or phone number..

As a user of the Service you also understand and agree that the Service will also include advertisements. You agree that such advertisements are not “unsolicited commercial email advertisements” and thus you agree to receive them and you will not be able to opt out of receiving such communications. You understand and agree that your correspondence or business dealings with, or participations in promotions of, advertisers found on or through the Service, including payment and delivery of goods or Services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the advertiser. You agree that We shall not be responsible or liable for any loss or damage incurred as the result of such dealings or as the result of the presence of such advertisers on the Service.

**THE SERVICE IS PROVIDED “AS IS” AND BROKERBEES ASSUMES NO RESPONSIBILITY FOR ACCURACY, TIMELINESS, MIS-DELIVERY, OR FAILURE TO STORE ANY COMMUNICATION, WRITING, IMAGE OR SETTINGS.**

Do not rely on Content of the Website. Opinions, advice, statements or other comments should not necessarily be relied upon and are not to be construed as professional advice from BrokerBees. BrokerBees does not guarantee the accuracy, completeness, or compliance with state or Federal laws, licensing laws, or other regulations, including but not limited to the National Association of Realtors’ regulations, or Multiple Listing Services. Features of the Website should not be used in violation of any laws or regulations. We are not responsible for any loss resulting from reliance on such information or from misusing any Website features.

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Unless explicitly stated otherwise, any new features that augment or enhance any existing Service or the Website, any new Services and enhancements to BrokerBees.com, including the release of new BrokerBees.com properties, are subject to the then current Terms.

All Users must abide by the Terms. If a user fails to follow any of the guidelines and/or rules of behavior, We can discontinue their ability to use the Website. In addition we have the right to delete any piece of Content, comment, as well as any topic or account we find objectionable in our reasonable discretion.

You may only use this Website for purposes expressly permitted by the Terms. As a condition of your use of the Website, you represent and warrant to Us that you will not use the Website and any Service for any purpose that is unlawful or prohibited by these Terms.

You alone are totally responsible for any activity that takes place on BrokerBees.com under your name and password. If you become aware of any unauthorized use of your username and/or password it is your responsibility to notify BrokerBees.com immediately. It is up to you to maintain the confidentiality of your password and UserID.

You understand that you may receive business-related communications from BrokerBees.com such as

account administrative notices and you agree that these communications are not “unsolicited commercial email advertisements” and thus you agree to receive them and you will not be able to opt out of receiving such communications.

5. *Privacy.* BrokerBees is serious about doing our part to safeguard your personal information. We take reasonable and appropriate security measures to protect against unauthorized access to, or unauthorized alteration or disclosure of data. The [Privacy Policy](#) is hereby incorporated by reference into the Terms.

- a. Our privacy measures include internal reviews of our data collection, storage and processing practices, and security measures to guard against unauthorized access to systems where we store personal data. To help protect the security and privacy of your personal information, you are responsible for taking all reasonable steps to ensure that no unauthorized person shall have access to your Website password or account, where applicable. It is your sole responsibility to control the dissemination and use of any codes and passwords relating to the Services; monitor and control and limit/protect access to and use of them, and to promptly inform us of any need to deactivate your account, or password, as applicable if it is compromised.
- b. We may share information about you with other companies that work for us.
- c. Consent to Use of Data. You agree that BrokerBees may collect and use technical data and related information, including but not limited to frequency of use of the Website that is gathered periodically to facilitate the provision of software updates, product support and other services to You (if any) related to the Services. BrokerBees may use this information, as long as it is in a form that does not personally identify you, to improve its Website or to provide services or technologies to you. BrokerBees will not separately store or retain any financial or personally identifiable information about you.
- d. Any information that is shared is protected under the same controls as if the information is residing in our environment. We are bound by policy and law to safeguard confidential information for all of our clients.
- e. Specific Privacy Issues. You may update your Account information by contacting your Office Administrator. You will not be able to purge any of the stored data from the Website until your Office Administrator deletes your User account.

5. *User Obligations.*

- a. You are solely responsible for your own communications and Content including any data, images, graphics, text, audio, video, email, or links you post to the Website. You agree to use the Service to post and receive communications and Content that is legal, that comply with licensing laws and any other regulations, including but not limited to the National Association of Realtors’ regulations.
- b. You must not abuse, defame, harass, stalk, threaten, intimidate, or otherwise violate the legal rights of others.
- c. You must not violate the privacy rights of others.
- d. You must not upload, post or link to any material that is inappropriate, defamatory, infringing, obscene, vulgar, libelous, racially or ethnically hateful, objectionable, or unlawful (or promotes or provides instructional information about illegal activities or communications that could cause harm or injury to any individual or group).
- e. You must not post, upload or link to (a) anything that promotes or distributes pyramid schemes or chain letters or (b) other disruptive communications.
- f. You must not post, upload or link to anything that seeks to exploit or harm children by exposing them to inappropriate Content, or asking for personally identifiable details or information.
- g. You must not post, upload or link to anything that harvests or otherwise collects information about other Users, including e-mail addresses, without the User’s consent.
- h. You must not post, upload or link to anything that advertises any commercial endeavor (e.g., offering for sale any products or services) or otherwise engages in any commercial activity (e.g., conducting raffles or contests, displaying sponsorship banners, and/or soliciting goods or services), or solicits funds, advertisers or sponsors for any purpose.
- i. You must not upload or post anything that violates BrokerBees’ [Copyright Policy](#), infringes any patent, trademark, copyright, trade secret or other intellectual property or other legal right of a third party without prior written permissions from the third party, which written permissions you agree to disclose to us at any time on our request. You must not download any material that you know or reasonably

- should know cannot be distributed legally.
- j. You must not impersonate another person or entity, which includes not using anyone else's username or password.
  - k. You must not use the BrokerBees Website or Service for any illegal or unauthorized purpose.
  - l. You must abide by all Federal, State and local laws, including licensing laws and other regulations, including but not limited to the National Association of Realtors' regulations.
  - m. If you are outside the United States you must comply with all local laws with respect to your online conduct and acceptable Content as well as the export of data to the United States or to your country or residence.
  - n. You cannot modify or delete any Content and communications of the Website and/or of other individuals other than your own Content.
  - o. You must not transmit any viruses, worms, defects, Trojan Horses or any items and/or computer code, files or programs of a destructive nature and/or otherwise designed to interrupt or limit the functionality of any computer software or hardware or telecommunications device.
  - p. You must not transmit or allow access or distribution of any spiders, robots or other information gathering computer programs or routines or their equivalents on or in the Website.
  - q. You must not interfere with or disrupt the Service or servers or networks connected with the Service or disobey any requirements, procedures, policies or regulations of networks connected to the Service.
  - r. You cannot create member accounts under any false or fraudulent pretenses (including by automated means).
  - s. You must not state or imply that any of your submitted and or posted Content is endorsed by BrokerBees.
  - t. You must not retrieve, store or collect personal information about other Users for any unauthorized purpose.
  - u. You must not engage in any ad "spamming".
  - v. You cannot use the BrokerBees' name or trademark, which you acknowledge here to be valid, subsisting and enforceable without impediment, and you will not expressly or by implication create the false or misleading impression that BrokerBees is associated with, or endorses, or is in any way connected with you, your business, or your Content.

**WHILE BROKERBEES EXPLICITLY PROHIBITS THE ABOVE CONDUCT YOU ACKNOWLEDGE AND AGREE THAT YOU MAY BE EXPOSED TO SUCH CONDUCT AND CONTENT AND THAT YOU USE THE SERVICE ENTIRELY AT YOUR OWN RISK, AND THAT BROKERBEES SHALL HAVE NO LIABILITY OF ANY KIND FOR SUCH CONDUCT.**

**YOU UNDERSTAND AND AGREE THAT IF YOU VIOLATE ANY OF THE RULES OF BEHAVIOR, BROKERBEES CAN TERMINATE YOUR USE OF THE SERVICE IMMEDIATELY WITHOUT PRIOR NOTICE AND WITHOUT ANY RIGHT OF REFUND, SET-OFF OR A HEARING.**

6. *Content.* As a registered User, you will be able to share Content, including but not limited to text, photographs, graphics and other materials ("Content"). This means that you have sole responsibility, not BrokerBees, for all Content that you upload, post, email, transmit or otherwise make available through the Service, and to make sure that you are in compliance with the Terms relating to such Content. Any Content that you write, post, upload or link to on this website is entirely your responsibility.

BrokerBees shall have no liability of any kind with respect to any Content posted by you or other users of the Service. You agree that you must assess and bear all risks associated with your use of any Content. In this regard, you may not rely on any Content created by other Users or otherwise created, distributed and displayed on any part of the Service. BrokerBees is not obligated to control or monitor the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content.

The Content created by you must be owned by you or you must have been granted the prior permission to use such Content by its owner. BrokerBees does not own any of the Content you post. By placing Content on the Website you are providing BrokerBees with a worldwide, royalty-free, unlimited, non-exclusive

license, for as long as the Content is part of your account, to publicly display, modify, reproduce and distribute your Content on the Website for other Users to view and use, for editorial and promotional purposes of the site.

You acknowledge that Your Content, such as property information, may be shared by other Users with their clients. The contact information of the User sharing the content will be included. Shared Content will be labeled with "courtesy of [Your Accredited Office]"; however, no personally identifiable information from the User who initially created the Content will be shared. You agree that by posting Content you own on the Service, all other users can reproduce and use such Content in connection with the Service. BrokerBees shall have no responsibility for enforcing any rights you may claim in any Content, which shall be your responsibility entirely, and you agree to hold harmless and indemnify BrokerBees with respect to any claim you have that other users are reproducing or using your Content as well as for claims by other users that you are reproducing or using their Content without permission. BrokerBees will not arbitrate, mediate or resolve any intellectual property or other disputes between users, and has no responsibility for doing the same.

You acknowledge that BrokerBees may or may not pre-screen Content but that BrokerBees and its designees shall have the right, but not the obligation, in its sole discretion to pre-screen, refuse, move, delete, any Content that violates the Terms or is otherwise objectionable as determined by BrokerBees in its sole discretion.

BrokerBees may preserve and store your account information and Content if it believes in good faith that such preservation is necessary to comply with legal processes, respond to claims that the Content violates the rights of third parties, to protect the rights, property or personal safety of BrokerBees, its users and the public.

7. *Links.* The Service may provide, or third parties including BrokerBees Users, may provide links to other World Wide Websites or resources, which are not maintained by, or related to BrokerBees. Links to such sites are provided as a service Users and are not sponsored by, endorsed or otherwise affiliated with BrokerBees. BrokerBees has no control over these sites and Content and makes no representations or warranties about the content, completeness, quality or accuracy of any such website. Therefore, you acknowledge and agree that BrokerBees is not responsible for the availability of such links, resources and Content, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials made available on or from these linked websites. You also acknowledge and agree that BrokerBees is not responsible or liable, directly or indirectly, for any damage or loss caused by or alleged to have been caused by or in relation to the use of any Content, goods or services offered through these links or any failures and/or disruption to your computer system that results from your use of any such links, or for any intellectual property or other third party claims relating to your posting or using such links.

**YOU AGREE THAT IF BROKERBEES REQUESTS YOU TO DISABLE ANY LINK YOU HAVE POSTED AND YOU FAIL TO DO SO WITHIN 24 HOURS AFTER RECEIVING THE REQUEST TO DISABLE, BROKERBEES HAS THE RIGHT TO DISABLE THE LINK WITHOUT ANY FURTHER NOTICE TO YOU.**

8. *Disclaimers of Warranty.* Some of the Services may be experimental and not tested in any manner. BrokerBees does not represent or warrant that any Services are free of inaccuracies, errors, bugs, or interruptions, or are reliable, accurate, complete, or otherwise valid. The Services are provided "as is" with no warranty, express or implied, of any kind and BrokerBees expressly disclaims any and all warranties and conditions, including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, availability, security, title and/or non-infringement. You expressly acknowledge and agree that your use of the Services is at your own discretion and risk, and you will be solely responsible for any damage that results from the use of any Services including, but not limited to, any damage to your computer system or loss of data.

**THE SERVICES IN WHOLE OR PART ARE EACH PROVIDED ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. TO THE FULLEST EXTENT**

**PERMISSIBLE BY LAW, NEITHER BROKERBEES NOR ANY OF ITS EMPLOYEES, MANAGERS, OFFICERS OR AGENTS (COLLECTIVELY ALSO REFERRED TO AS "BROKERBEES") MAKE ANY REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE SERVICES OR SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION TO BROKERBEES OR VIA THE SERVICES. IN ADDITION, BROKERBEES HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND FREEDOM FROM COMPUTER VIRUS.**

BrokerBees does not make any representations or warranties that the Content (including any instructions) on the Services is accurate, complete, or useful. BrokerBees does not warrant that your use of the Services is lawful in any particular jurisdiction, and BrokerBees specifically disclaim such warranties. Some jurisdictions limit or do not allow the disclaimer of implied or other warranties so the above disclaimer may not apply to you to the extent such jurisdiction's law is applicable to you and these Terms.

9. *User Representations and Warranties.* By accessing or using the Services you represent and warrant that your activities are lawful in every jurisdiction where you access or use the Services. BrokerBees does not endorse Content and specifically disclaims any responsibility or liability to any person or entity for any loss, damage (whether actual, consequential, punitive or otherwise), injury, claim, liability or other cause of any kind or character based upon or resulting from any Content. You agree that in the event you incur any damages, losses or injuries that arise out of BrokerBees's acts or omissions, the damages, if any, caused to you are not irreparable or sufficient to entitle you to an injunction preventing any exploitation of any web site, Services, property, product or other content owned or controlled by BrokerBees, and you will have no rights to enjoin or restrain the development, production, distribution, advertising, exhibition or exploitation of any web site, property, product, Services, or other Content owned or controlled by BrokerBees.

10. *Waiver and Release.* By accessing the Services, you understand that you may be waiving rights with respect to claims that are at this time unknown or unsuspected, and in accordance with such waiver, you acknowledge that you have read and understand, and hereby expressly waive, the benefits of section 1542 of the civil code of California, and any similar law of any state or territory, which provides as follows: "a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor". BrokerBees is not responsible for the actions, content, information, or data of third parties and you release us, our directors, officers, employees, and agents from any claims and damages, known and unknown, arising out of or in any way connected with any claim you have against any such third parties.

11. *Indemnification.* You (and also any third party for whom you operate an account or activity on the Services) agree to defend (at BrokerBees's request), indemnify and hold BrokerBees harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorney's fees and costs, arising out of or in any way connected with any of the following (including as a result of your direct activities on the Website or those conducted on your behalf): (i) your Content or your access to or use of the Services; (ii) your breach or alleged breach of these Terms; (iii) your violation of any third-party right, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right; (iv) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; or (v) any misrepresentation made by you. You will cooperate as fully required by BrokerBees in the defense of any claim. BrokerBees reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of BrokerBees.

12. *Jurisdiction and Venue.* These Terms and the relationship between you and BrokerBees shall be governed by the laws of the State of Illinois without regard to its conflict of law provisions. You and BrokerBees agree to submit to venue located within the county of Cook, Illinois. You expressly agree that

any claim you may have arising out of or related to your relationship with BrokerBees must be filed within one year after such claim arose; otherwise, your claim is permanently barred.

13. *No Waiver of Rights by BrokerBees.* BrokerBees's failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

14. *Limitation of Liability.* You expressly understand and agree that BrokerBees will not be liable to you for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses, even if BrokerBees has been advised of the possibility of such damages or such damages were reasonably foreseeable, resulting from the use or the inability to use the Service, unauthorized access to or alteration of your transmissions or data, statements or conduct of any third party, the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Service or any other matter relating to the Service. We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

In no event will BrokerBees be liable to you for any amount of money over your current subscription fee, which you acknowledge to be a fair and reasonable sum.

15. *Other.*

- a. *Relationship of the Parties.* Notwithstanding any provision hereof, for all purposes of these Terms, you and BrokerBees shall be and act independently and not as partner, vendor, joint venture, agent, employee or employer of the other. You shall not have any authority to assume or create any obligation for or on behalf of BrokerBees, express or implied, and you shall not attempt to bind BrokerBees to any contract.
- b. *Invalidity of Specific Terms.* If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision and that the other provisions remain in full force and effect.
- c. *Section Headings.* The section headings contained in these Terms are included for convenience only, and will not limit or otherwise affect the Terms. Any construction or interpretation to be made of these Terms will not be construed against the drafter. These Terms constitute the entire Agreement between BrokerBees and you with respect the Services.
- d. *Contact us.*

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