Centris Corporation Inc.
TERMS OF USE ("TOU")
Last updated on: September 1st, 2024

THE CENTRIS PLATFORM IS A REAL ESTATE TECHNOLOGY PLATFORM THAT PROVIDES AN INTEGRATED PRODUCTIVITY HUB OFFERING DIGITAL TOOLS AND RESOURCES FOR MULTIPLE LISTING SERVICES AND THEIR REAL ESTATE PROFESSIONAL MEMBERS (THE "**CENTRIS SYSTEM**"). THE CENTRIS SYSTEM IS PROVIDED TO YOU BY YOUR MULTIPLE LISTING SERVICE (HEREINAFTER "**MLS**") AND IS POWERED BY CENTRIS CORPORATION INC. ("**CENTRIS**").

PLEASE READ THIS TERMS OF USE ("**TOU**") CAREFULLY BEFORE YOU ACCESS THE CENTRIS SYSTEM. THIS TOU EXPLAINS YOUR OBLIGATIONS AND SETS FORTH THE TERMS AND CONDITIONS FOR YOUR USE OF THE CENTRIS SYSTEM. THIS TOU APPLIES TO THE CENTRIS SYSTEM AND ANY AND ALL MODIFICATIONS, UPGRADES, OR IMPROVEMENTS THERETO.

YOU ARE A MEMBER, SUBSCRIBER, OR AUTHORIZED USER OF THE MLS THAT PROVIDES YOU WITH CERTAIN SERVICES AND ACCESS TO, AMONG OTHER THINGS, REAL ESTATE LISTING DATA. YOUR USE OF THE CENTRIS SYSTEM IS ALSO SUBJECT TO THE MLS RULES, PARTICIPANT OR SUBSCRIBER AGREEMENT, PRIVACY POLICIES AND ANY OTHER POLICIES OF THE MLS (COLLECTIVELY, THE "**MLS POLICIES**"). IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THIS TOU AND ANY OF THE MLS POLICIES, THIS TOU SHALL CONTROL.

YOUR USE OF THE CENTRIS SYSTEM MAY ALSO BE SUBJECT TO ADDITIONAL TERMS AND CONDITIONS OF THIRD PARTIES INCLUDING MLS' SERVICE PROVIDERS (THE "**SERVICE PROVIDERS**"), INCLUDING WITHOUT LIMITATION ANY END USER LICENSE AGREEMENTS OR TERMS OF SERVICE, OVER WHICH CENTRIS HAS NO CONTROL AND HOLDS NO ACCOUNTABILITY.

1. ACCEPTANCE

THIS TOU CONSTITUTES A BINDING AGREEMENT BETWEEN YOU AND CENTRIS. BY LOGGING ONTO OR USING THE CENTRIS SYSTEM, YOU ACCEPT THE TERMS AND CONDITIONS OF THIS TOU AND AGREE TO BE BOUND BY THIS TOU. IF YOU ARE NOT WILLING TO BE, OR CANNOT BE, BOUND BY ALL OF THESE TERMS AND CONDITIONS, THEN DO NOT ACCESS OR USE THE CENTRIS SYSTEM. MOREOVER, CENTRIS DOES NOT, AND WILL NOT, GRANT YOU ANY RIGHT OR LICENSE TO ACCESS OR USE THE CENTRIS SYSTEM WITHOUT YOUR WILLINGNESS AND ABILITY TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS TOU.

2. MODIFICATION OF THE TOU

Centris reserves the right, in its sole discretion, without notice or liability to you, to make changes or modifications to this TOU at any time for any reason. We will notify you of any changes by updating the date at the top of this TOU or by requesting your renewed acceptance of the TOU. It is your responsibility to periodically review this TOU for any updates. Your continued use of the Centris System after any updates to this TOU are posted constitutes your acceptance of the new terms and conditions.

3. PURPOSE

As a participant, member, subscriber, or authorized user, as those terms may be defined in the MLS Policies, Centris provides you a limited license to use of the Centris System (see section 5.1). MLS and its Service Providers have entered into agreements pursuant to which those Service Providers permit MLS to sublicense to you use of their products and services. The Centris System provides access to those Service Provider products and services and grants access to the Services, and other stored information. MLS Service Providers may periodically update, enhance, upgrade, modify, or remove features, over which Centris has no control and holds no accountability.

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4. METHOD OF ACCESS TO THE CENTRIS SYSTEM, MODIFICATION

4.1 Access. You shall only access the Centris System through an authorized access code and password (your "**Access Code**") furnished to you by MLS. Centris may monitor login attempts and collect certain information about your access to the Centris System, including without limitation your name, Access Code, and date of login attempt.

4.2 Access Code Confidentiality. Your Access Code is confidential, personal to you, and cannot be disclosed to any other person, including but not limited to other individuals in your office. In the event you discover any unauthorized use of your Access Code, you shall promptly notify MLS. You are responsible for safeguarding your Access Code and preventing its accidental disclosure and unauthorized use. You are liable for any consequences that may result from unauthorized disclosure of your Access Code, whether intentional, negligent, or inadvertent, including but not limited to suspension, restriction or termination of access to the Centris System, immediate termination of this TOU, and liability for liquidated damages. YOU ARE RESPONSIBLE FOR THE SECURITY AND SAFE KEEPING OF YOUR ACCESS CODE.

4.3 Security. Centris reserves the right to require specific security measures and establish practices and procedures to safeguard access to the Centris System, including but not limited to two-factor authentication and challenge-response protocols. You agree to abide by such security measures and procedures. Further, Centris may deny or limit access to the Centris System, remove documents, materials, hyperlinks or any other content or information deemed unlawful, harmful or inappropriate at Centris' sole discretion, without notice or liability to you.

4.4 Enhancement and Modification. Centris may periodically update, enhance, upgrade, modify, or remove features of the Centris System without notice or liability to you.

5. LICENSE GRANT

5.1 License by Centris. Subject to the terms and conditions of this TOU, Centris grants to you a non-exclusive, non-transferable, revocable, non-assignable, limited license to access the Centris System and related information and documentation for the sole purpose of engaging in your authorized business activities, as may be described in MLS Policies. This license only grants you the right to use the Centris System and does not grant any rights to the source code, content, media, or other components of the Centris System.

5.2 License to Centris. By accessing and using the Centris System, you grant Centris and its affiliates a non-exclusive, non-transferable, irrevocable, assignable, limited, royalty-free license to access and use all information entered into or generated by the Centris System, including user information, for the purpose of providing, developing, updating, and modifying the Centris System, for any other purpose described herein or for any related purpose.

5.3 Restrictions. You are authorized to use the Centris System only for your professional business activities and not for any other purpose. Except as expressly authorized in this TOU, you agree that you will not :

(i) copy, decompile, disassemble, deconstruct, decode, create derivatives of, or reverse engineer the Centris System;

(ii) license, sublicense, rent, lease, sell, or commercially exploit the Centris System, access thereto, or any information available through the Centris System;

(iii) access or attempt to access the Centris System via automated means designed to circumvent Centris System security protocols, including but not limited to, brute force attacks;

(iv) gather or attempt to gather by any automated means, including but not limited to, use of scrapers or crawlers, any content available through the Centris System;

(v) use the Centris System to aggregate information from third party sources;

(vi) use the Centris System for any unlawful purpose or in violation of any applicable law or regulation, or policy governing your professional activities;

(vii) remove or obscure any proprietary notices;

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(viii) use the Centris System to upload, transmit, or disseminate any virus, worm, trojan horse, ransomware or other malicious code or any material that is harassing, objectionable, or illegal; or

(ix) make, share, publish or transmit through the Centris System any publication, including articles, images, stories, software, messages, hyperlinks and any other material or information that:

a. is unlawful, misleading, fraudulent, threatening, racist, hateful, discriminatory, offensive, defamatory, knowingly or recklessly false, obscene, vulgar, pornographic, profane, or indecent;

b. violates or infringes on the rights of others, including privacy or publicity rights or intellectual property rights (including copyright, patent, trade secret, trademark, or other proprietary rights); or

c. is considered junk mail, chain letters, unsolicited mass mailings, or spam. Centris may monitor your use of the Centris System to detect any violation of this TOU.

5.4 Limitation on Use. Subject to your continued compliance with the provisions of these TOU, your right to access and use the Centris System is conditioned upon your active subscription to the MLS. If at any time your subscription to the MLS is no longer active or that you are no longer an authorized member, subscriber or authorized user according to MLS Policies, your access to the Centris System will be suspended and/or terminated. The Centris System may include certain features that allow you to export, download, compile, or transmit information available through the Centris System. The existence of such features does not grant any rights to use the Centris System information in a manner not expressly authorized in this TOU.

6. PROPRIETARY RIGHTS

You acknowledge that the Centris System and any related updates, upgrades, enhancements, features, improvements, and documentation are owned exclusively by Centris or their licensors, where applicable, and protected by intellectual property rights, including without limitation copyright, trademark, trade dress, patent, and all other applicable proprietary rights. This TOU only grants you the limited rights described herein and does not convey any ownership or interest in the Centris System. Centris retains all right, title, and interest in and to the Centris System and any other information available through the Centris System, including without limitation all copies, formats, versions, media, translations, and derivatives thereof. Centris retains all right, title, and interest in and to its brand name, logo, tagline, and other trademarks. No right or license to use Centris' trademarks is granted to you in this TOU.

7. PRIVACY

By accessing and using the Centris System, you certify that if the content you upload or otherwise input or submit to the Centris System contains personal information, you have obtained all necessary consents in accordance with applicable laws and regulations. Centris may, at its discretion, monitor your use of the Centris System to support product improvement and assess the functionality of the Centris System. Centris may collect, and the MLS will have access, to personally identifiable information about you throughout your use of the Centris System. Personally identifiable information you enter into the Centris System is subject to MLS Policies and the privacy policies of Service Providers, as the case may be. These Service Provider privacy policies, not ours, govern the collection and use of the information collected on those sites. You should read them carefully before submitting any personally identifiable information.

8. THIRD PARTY SERVICES AND INFORMATION

The Centris System provides access to third party Service Provider products and services and other stored information via the Centris System. Information in the Centris System may contain third-party information or links to websites controlled by third parties (collectively, the "**Third Party Information**"). Access to and use of these other websites and online resources may be subject to separate terms of use and other policies and are not subject to the TOU herein. Centris does not monitor or review Service Providers or Third Party Information and is not responsible for any Service Provider products or services, MLS products or services, or Third Party Information available through the Centris System. You acknowledge that you use Service Providers and Third Party Information at your own risk.

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9. TERM AND TERMINATION

9.1 Term. The term of this TOU commences on the date you first accept its terms and continues until terminated as described herein.

9.2 Termination and Suspension. Centris may terminate this TOU upon: (i) any reason permitted in the MLS Policies; (ii) your violation of this TOU iii) violation of any of Centris' proprietary rights; or (iv) suspension, restriction or termination of your subscription to MLS. Upon termination, your access to the Centris System will be disabled. Centris may suspend your access to the Centris System at any time to investigate a suspected breach of this TOU.

10. WARRANTY DISCLAIMER

CENTRIS DISCLAIMS ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO THE CENTRIS SYSTEM, SERVICES OR INFORMATION THAT MAY BE FOUND ON OR GENERATED BY THE CENTRIS SYSTEM, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, ACCURACY, AVAILABILITY, COMPLETENESS, RELIABILITY, RELEVANCE OR FITNESS FOR A PARTICULAR PURPOSE. YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE CENTRIS SYSTEM IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT ANY GUARANTEE OF ANY KIND. CENTRIS DISCLAIMS ANY WARRANTY THAT ACCESS TO THE CENTRIS SYSTEM WILL BE UNINTERRUPTED OR ERROR-FREE. CENTRIS DOES NOT WARRANT, ENDORSE, OR GUARANTEE ANY THIRD PARTY SERVICE PROVIDERS, INCLUDING THEIR PRODUCTS OR SERVICES, MLS PRODUCTS OR SERVICES OR THIRD PARTY INFORMATION AVAILABLE THROUGH THE CENTRIS SYSTEM. YOU ARE ENTIRELY RESPONSIBLE FOR THE USE, AT YOUR OWN RISK, OF THE CENTRIS SYSTEM.

11. LIMITATION OF LIABILITY

11.1 Limitations and Exclusions. NEITHER CENTRIS NOR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, REPRESENTATIVES, SERVICE PROVIDERS, OR LICENSORS SHALL BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST REVENUE, BUSINESS INTERRUPTION, OR COST OF SUBSTITUTE SERVICE, THAT RESULT FROM THE USE OF, OR INABILITY TO USE THE CENTRIS SYSTEM, INCLUDING BUT NOT LIMITED TO DAMAGES THAT RESULT FROM MISTAKES, OMISSIONS, DELETIONS, DELAYS IN TRANSMISSION, INTERRUPTIONS IN TELECOMMUNICATIONS OR INTERNET CONNECTIONS TO THE CENTRIS SYSTEM, VIRUSES, OR FAILURES OF PERFORMANCE EVEN IF CENTRIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH AN OCCURRENCE. CENTRIS IS NOT LIABLE FOR THE ACTIONS OF MLS, ANY OTHER USER, ANY SERVICE PROVIDER, OR ANY THIRD PARTY.

11.2 Maximum Aggregate Liability. IN NO EVENT SHALL ANY LIABILITY OF CENTRIS, ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, REPRESENTATIVES, OR SERVICE PROVIDERS ARISING OUT OF ANY CLAIM RELATED TO THIS AGREEMENT EXCEED THE LESSER OF THE AMOUNT PAID BY YOU TO US FOR ACCESS TO THE CENTRIS SYSTEM, IF ANY, DURING THE SIX (6) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO ANY SUCH CLAIM OR FIVE HUNDRED DOLLARS ($500.00) USD.

12. INDEMNIFICATION

You agree to indemnify and hold harmless Centris and its officers, directors, shareholders, employees, agents, representative, and Service Providers from and against any and all claims, liability, damages, losses, expenses, and costs, including reasonable attorneys' fees, in connection with a third-party claim arising out of or resulting from your violation of this TOU or your use or misuse of: (a) the Centris System, (b) MLS products and services, (c) Service Providers, (d) Service Providers products and services, or (e) Third Party Information.

You agree to assist Centris, at your expense, in the defense or settlement of any claim to which this indemnification applies. This indemnification requirement shall survive termination of this TOU and your subscription to MLS.

13. NO WAIVER

Failure by Centris to ensure strict compliance of this TOU or to exercise any right or remedy consequent upon any breach of this TOU shall not be construed, regardless of the length, importance, or frequency, as surrendering or

waiving its right to subsequently enforce, at any point in time, each of the terms and conditions of this TOU or as a waiver of any right or privilege it may have under this TOU.

14. APPLICABLE LAW AND JURISDICTION

This TOU shall be governed by, and construed in accordance with, the laws of the State of Florida. Any action brought to enforce or interpret this Agreement shall be filed in the courts sitting in the judicial district of Montreal in the province of Quebec, Canada. YOU WAIVE ANY RIGHTS YOU MAY HAVE TO A TRIAL BY JURY WITH REGARD TO ANY CLAIM OR DISPUTE ARISING UNDER OR RELATING TO THIS TOU.

15. SURVIVAL

All sections of this TOU that by their nature and context are intended to survive termination, suspension or restriction, including, but not limited "Property Rights", "Limitation of Liability", "Warranty Disclaimer", "Indemnification", "No Waiver," "Applicable Law and Jurisdiction," and "All Rights Reserved" shall survive any termination, suspension or restriction of this TOU or subscription to MLS.

16. ALL RIGHTS RESERVED

All rights not expressly granted herein are reserved in Centris.

17. DIGITAL SIGNATURE PROVISION.

You represent and warrant that you have the legal right, power, and authority to agree to the terms of this TOU. You agree that your use of the Centris System is governed by the terms and conditions contained in this TOU and by clicking "I Accept the Terms of Use" below or by using the Centris System, you have formed, executed, entered into, and accepted the terms and conditions of this TOU.

18. MISCELLANEOUS

Centris will not be responsible for any failure or delay in performance caused by any event beyond its reasonable control, including but not limited to strikes, riots, acts of war, terrorism, embargos, power or communication line failure, governments acts or regulations, fire, flood, or other natural disasters. In the event Centris files a legal proceeding to enforce the terms of this TOU, Centris will be entitled to recover from you its reasonable attorneys' fees and costs related to such proceeding if it prevails. You understand and agree that Centris may change the terms or conditions of this TOU as the result of amendments to the MLS Policies or as otherwise described in this TOU. You may not assign this TOU without the prior written consent of Centris. If any provision of this TOU is held illegal or unenforceable by a court of competent jurisdiction, such provision shall be severed, and the remaining provisions shall continue in full force and effect. Nothing in this TOU creates a joint venture, partnership, agency, or employment relationship between you and Centris.

I accept the Terms of Use.

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