

STELLAR MLS TERMS OF USE

The services provided to you by Stellar MLS (“Stellar MLS,” “we,” “us,” and “our”) on or through the www.StellarMLS.com website (“Website”) and all related features, functionalities and services, including but not limited to online platforms, dashboards, and user accounts that may be made available to you (collectively, the “Services”) are subject to the terms and conditions set forth herein (“Terms of Use”). References to “you” or “your” means and refers to you as a visitor of our Website or user of our Services.

USE OF THE SERVICES AND ACCEPTANCE OF TERMS:

Please carefully review our Terms of Use and the terms and conditions of our <https://www.stellarmls.com/privacy-policy> (our “Privacy Policy”) before using or accessing our Services. These Terms of Use contain important information regarding your use of and access to our Services, your obligations, legal rights and remedies, as well as various limitations and exclusions. **BY USING OR ACCESSING OUR ONLINE SERVICES, YOU ARE AGREEING TO BE BOUND BY AND ACKNOWLEDGE YOUR ACCEPTANCE OF THESE TERMS OF USE. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OF USE, OR IF YOU DO NOT AGREE WITH OUR PRIVACY POLICY, PLEASE DO NOT USE OR ACCESS THE SERVICES OFFERED THROUGH OUR WEBSITE.**

UPDATE TO THESE TERMS OF USE:

From time to time, we may update these Terms of Use, our Privacy Policy and other terms and conditions that may govern your access or use of the Services. For significant changes to these Terms of Use, we will notify you by posting a prominent notice on our Website indicating at the bottom of the Terms of Use when it was most recently updated or by other means of notification. As such, we encourage you to please check the Terms of Use periodically for material changes. You agree to be bound by all the provisions of the Terms of Use that are displayed on the Website on the date you use our Services. Your continued use of our Services indicates your acceptance of the Terms of Use that are displayed on the Website on the date of such use.

SERVICES AND INFORMATION PROVIDED; NO SUBSTITUTE FOR PROFESSIONAL ADVICE:

Any and all of the information provided on this Website and through the use of our other Services is intended for the general information of Website visitors and users of our Services and is not intended to be relied upon by any person or entity as or in lieu of professional advice for any reason whatsoever. The Services being provided through our Website are for convenience only and do not constitute accounting, brokering, consulting, insurance, legal, tax or any other type of professional advice. No information provided is intended to be a substitute for professional advice and should not be construed as the provision of advice or recommendations.

NO ENDORSEMENTS OR RECOMMENDATIONS:

In working with third-parties, including vendors featured in the Stellar MLS Marketplace, we seek to work with companies that are reputable and professional; however, we strongly recommend that you perform your own due diligence on any third-party provider prior to selecting and/or entering into any type of agreement or other arrangement with any particular third party service provider. Stellar MLS does not recommend or endorse any specific vendors, products, services or other information that may be featured in the Stellar MLS Marketplace. Stellar MLS is not responsible

or liable for any third party providers' acts or omissions, including for any quotes or services that any such third party provider may provide, their contacting or failure to contact you, their performance or failure to perform any services, or for any agreement or transaction between you and any such third party provider.

PROTECTION OF PERSONAL INFORMATION:

To obtain further information regarding the collection and use of personal information, please see our <https://www.stellarmls.com/privacy-policy>. The terms of our Privacy Policy are incorporated herein by this reference. By using our Services, you agree to waive and release Stellar MLS from any claim or liability in connection with the collection, use, and disclosure of your information that is consistent with the terms of our Privacy Policy.

ADDITIONAL TERMS; SECURITY AND USE OF ACCOUNT CREDENTIALS:

These Terms of Use do not alter or amend any terms or conditions of any other agreement that you may have with us, including but not limited to, subscription agreements entered into by and between Stellar MLS and brokers and agents as described in the subsection below. Certain areas of our Website and features of our Services are subject to additional rules, policies, procedures, agreements, and/or terms, including terms and conditions related to the use of integrated services offered and controlled by third-parties (collectively, "Additional Terms"). Your use of any such Services is conditioned upon your compliance with these Terms of Use and the applicable Additional Terms.

Stellar Central - Agents, Brokers and Associations.

In order to use and take advantage of certain of the Services, including but not limited to accessing Stellar Central®, Stellar MLS University, Matrix™, MLS-Touch®, the Marketplace, the Chatbot and other online systems (collectively the "Stellar MLS System"), as such services may be available to you, you must join Stellar MLS and create an account. Association staff, agents, brokers and other approved third-parties or individuals that join Stellar MLS must agree to additional terms and conditions and policies as may be required by Stellar MLS from time-to-time, including those terms and conditions as set forth in a form of subscription agreement as applicable. Brokers and Agents that have agreed to the subscription agreement, are also referred to herein as "Participant" and "Subscriber," respectively.

Stellar MLS Marketplace.

The Stellar MLS Marketplace ("Marketplace") is a platform for connecting Stellar MLS Participants and Subscribers with real-estate related products and services that align with the Stellar Marketplace's mission and customer base. In order to participate in the Marketplace, businesses ("Vendors") must meet the eligibility guidelines and agree to additional terms and conditions set forth in a Marketplace Vendor Agreement.

Board Members.

Stellar MLS board members may be granted certain account access, subject to such board members creation of an account and agreement to additional terms and conditions.

Account Credentials.

You are solely responsible for your own security when using our Services, and for selecting and implementing any precautions you deem to be appropriate and best suited for your use of our Services. If any feature of the Services requires you to create an account, you must complete the

registration process by providing us with current, complete and accurate information as prompted by the applicable forms.

In the event Stellar MLS issues you an account, username or password (“Account Credentials”) to further access certain areas or features of the Services, you are responsible for maintaining the security and confidentiality of your Account Credentials, and you agree to accept all responsibility for all actions and activities that occur from use of your Account Credentials, including but not limited to unauthorized use of or access to any portion of the Services by any third persons.

You agree to notify Stellar MLS immediately of any unauthorized use of your Account Credentials or any other breach of security. Stellar MLS will not be liable for any loss that you may incur as a result of someone else using your Account Credentials, either with or without your knowledge. You may be held liable for losses incurred by Stellar MLS or another party due to someone else using your Account Credentials. You may not use anyone else’s account at any time, without the permission of the account holder.

PARTICIPANTS AND SUBSCRIBERS FURTHER AGREE THAT THEY ARE RESPONSIBLE FOR ALL USE OF THE STELLAR MLS SYSTEM AND OTHER SERVICES BY ITS ASSOCIATES USE OF SUCH PARTICIPANT OR SUBSCRIBERS ACCOUNT CREDENTIALS. AND THAT PARTICIPANTS AND SUBSCRIBERS ARE AND WILL REMAIN LIABLE TO STELLAR MLS FOR ANY UNAUTHORIZED USE OF THE STELLAR MLS SYSTEM BY PARTICIPANT AND SUBSCRIBER AND/OR ITS ASSOCIATES.

DISCLOSURE OF REVENUE SHARE:

Some of the Vendors and service providers featured in the Marketplace or on our Website may participate in a revenue-sharing program with us. This means that when Participants and Subscribers purchase a product or service through a Vendor Tile in the Marketplace, or through links or listings on our Website, we may receive a commission or other form of compensation from the Vendor or service provider.

These revenue sharing arrangements do not influence our commitment to transparency or the integrity of the Marketplace. While Stellar MLS may benefit financially from some transactions, Stellar MLS aims to present a broad and unbiased selection of Vendors to its Participants and Subscribers.

OBLIGATIONS OF WEBSITE VISITORS AND USERS:

You agree not to use the Website or other Services, or any Content accessed through the Services to engage in any unauthorized or inappropriate conduct or for any unlawful purpose. This includes any conduct that is unlawful, untruthful, tortious or that is harmful to Stellar MLS, which violates another party’s privacy or other rights, or that otherwise interferes with the operation, use or enjoyment of the Services. You agree not to do any of the following while visiting the Website or using or pertaining to the Services:

- restrict or inhibit any other authorized user from using, accessing or enjoying the Services;
- impersonate any person or entity or falsely state or otherwise misrepresent your professional or other affiliation with any person or entity or indicate that you are an employee or representative of Stellar MLS when you are not;
- post, transmit, upload or otherwise introduce into our Services unlawful, offensive, threatening, invasive, harassing, abusive, libelous, false, defamatory, obscene, vulgar,

pornographic, profane, offensive or indecent information, Submissions or content of any kind, including, without limitation, any images or other material depicting nudity, obscenity or other prohibited or unlawful content;

- post, transmit or introduce into our Services any information, software or Submissions which contain a virus, trojan horse, worm or other harmful component;
- post, transmit or introduce any unsolicited advertising, promotional materials, “junk mail,” “spam,” “chain letters” or any other form of solicitation through the Services or by accessing or using Content or information made available through the Services;
- use the Services in any manner that could damage, disable, overburden or impair the Services;
- post, upload or transmit any material or information that contains content, information or data that is fraudulent or violates or infringes the proprietary or other rights or privacy of others, including material that violates privacy rights or publicity rights, or infringes copyright, trademark or other intellectual property and/or proprietary rights;
- post, transmit or upload into our Services, information or material that encourages or provides instructional information about illegal activities, in particular hacking, cracking or distribution of counterfeit software;
- solicit other users to join or contribute money to any online service or other organization, advocate or attempt to get users to join in illegal schemes or plan or participate in scams involving other users;
- violate any applicable law or regulation, including without limitation any local, state, provincial, national or international law, any export control laws, or any regulations promulgated by any state or federal authority;
- access or use password protected, secure or non-public areas of the Services without proper registration or authorization;
- use any robot, spider, crawler, scraper, interface, scripts, or other automated means to collect information or otherwise interact with the Services;
- frame, repackage, or otherwise redistribute any portion of the Services;
- copy, modify or create derivative works from, reverse engineer, decompile or otherwise attempt to extract the source code of the software underlying the Services, or any portion thereof;
- attempting to circumvent Stellar MLS or any content filtering techniques we may employ;
- harvesting or collecting email addresses or other contact information of other users from the Services by electronic or other means for the purpose of sending unsolicited emails, texts, calls, or other unsolicited communications;
- harming our relationship with any participant, subscriber or other third party;
- using any metatags or any other “hidden text” utilizing “STELLAR MLS” or any other name, trademark or product or service name of Stellar MLS or its subsidiaries without our prior written permission;
- use the Services to collect personally identifying information about users of the Services, or conduct any activity in violation of our Privacy Policy.

RIGHT TO MONITOR AND TERMINATE USE:

Stellar MLS shall have the right, but not the obligation, to monitor, evaluate, and analyze any use of and access to the Website and other Services for any reason, including to determine compliance with these Terms of Use.

Stellar MLS, in its sole and absolute discretion, may terminate or suspend your access to the Website or certain other Services at any time, and without notice and for any reason or no reason,

including, but not limited to, as a result of your violation or threatened violation of any of the obligations described above or of Stellar MLS'S or a third party's privacy, or intellectual property rights. Stellar MLS shall have no liability or responsibility to you or any third party as a result of such termination or suspension. The terms and conditions provided in these Terms of Use will survive any such termination of your use or agreement with us regarding use or access to the Services.

UNSOLICITED COMMUNICATIONS:

Stellar MLS prohibits the use of the Services, and all Content and information made available through the Services, in any manner associated with the transmission, distribution or delivery of any unsolicited bulk or unsolicited commercial email, phone calls, or text messages (collectively, "Unsolicited Messages"). You may not use any Services, Content or information made available through the Services to send Unsolicited Messages to any Stellar MLS clients, customers, subscribers, participants or other third-parties. Prohibited activities include, but are not limited to, unsolicited commercial email, phone calls, or text messages, sending large volumes of unsolicited email (whether or not commercial), and facilitating such activities.

When expressly authorized to send email messages in accordance with Additional Terms, You are responsible and liable for complying with all laws applicable to any communications that you send or authorize, including complying with the CAN-SPAM Act of 2003. Stellar MLS does not authorize the use of our Services to harvest or collect information about Stellar MLS customers, clients, subscribers, participants or other third-parties including screen names, email addresses, phone numbers, or similar contact information, for purposes of sending or enabling the dissemination of Unsolicited Messages or any other unlawful communications.

Stellar MLS reserves the right to take any appropriate legal action and to implement technical remedies to enforce these Terms of Use or to respond to violations. Violation of this Section, may result in civil, criminal, or administrative penalties against the sender and those assisting the sender. Stellar MLS may immediately investigate and terminate any account which it determines, in its sole reasonable opinion, is violating these Terms of Use. Failure to act in every instance does not amount to a waiver of any of Stellar MLS's rights, all of which are reserved.

WEBSITE CONTENT; RESTRICTIONS ON USE OF CONTENT:

Our Services, and all underlying technology used in the provisions of our Services, including but not limited to all trademarks, service marks, logos, text, graphics, photographs, artwork, software, information, data and the organization thereof (collectively the "Content") and all products, services, databases and other intellectual property, are and shall remain the property of Stellar MLS, its affiliates, and/or its licensors, and is protected by the copyright and trademark laws of the United States and other jurisdictions. Content is provided to you for your information and personal, non-commercial use only, and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of Stellar MLS.

THIRD-PARTY WEBSITES:

Our Services contain links to external websites operated by third parties ("Third-Party Sites") to enable you to access such Third-Party Sites directly from our Services. Stellar MLS shall not be responsible for, and has no control over, the content or services that may be displayed, observed,

experienced, posted, displayed or performed on any such Third-Party Sites. You understand that Stellar MLS cannot and does not guarantee, represent or warrant that the Third-Party Sites, or content or services available from such Third-Party Sites, will operate correctly or without error or will be free of defects that contain or incorporate contaminating or destructive properties.

We are not responsible for the privacy and security practices of those Third-Party Sites or the information they may collect. You should contact such third parties directly to determine their respective privacy policies. Links to any other party's website or content do not constitute or imply an endorsement or recommendation by us of the linked website and/or content. We also have no control over websites that link to our Services.

We utilize framing techniques on some pages displayed via the Services that make it appear that the user is still on a Stellar MLS website, as applicable, when the user is actually on a Third-Party Site or is using third-party provided services. Please be aware that, if you are providing your Personal Information on these Third-Party Sites or using these third-party provided services, you are providing such Personal Information to these third parties and not to Stellar MLS, and that the privacy policies and/or terms of use of these third parties will apply to your Personal Information.

DMCA AND COPYRIGHT POLICY:

We respect the intellectual property rights of others and require that the people who use the Services do the same. If you believe that your work appears on the Services and has been copied in a way that constitutes copyright infringement, you may submit a notice of claimed infringement under the Digital Millennium Copyright Act (DMCA). Please refer to our <https://www.stellarmls.com/dmca> for detailed instructions on how to file a notice, including the information required under 17 U.S.C. § 512(c)(3). All notices must be submitted to our designated copyright agent as set forth in our DMCA Policy.

USER SUBMISSIONS:

Unless agreed to otherwise in the Additional Terms, all personally identifiable information, including, but not limited to, first name, last name, mailing address, email address and telephone number (collectively "PII") and content, designs, ideas, graphics, or other information that you send to us or otherwise make available through the Services (together, the "Submissions"), is and remains your property. Our practices relating to the use and protection of any PII provided to us through the Website are detailed in our Privacy Policy. You consent to our collection, use, storage and transmission of such Submissions, including any PII, for our business and commercial purposes as set forth in our Privacy Policy.

By sending, commenting, uploading, posting or otherwise making available any Submissions, you represent and warrant you have rights as owner of the Submissions to grant to Stellar MLS the required permission and license for use of such Submissions, and you do hereby grant to Stellar MLS a perpetual, royalty-free, fully-paid up, non-exclusive right and license to use, reproduce, modify, publish, distribute, perform, display, store, disclose consistent with the terms of the Privacy Policy, and transmit the Submissions through the Services, for any and all commercial and non-commercial purposes. You acknowledge that you are responsible for all Submissions that you submit, and you, not Stellar MLS, have full responsibility for the Submissions, including their legality, reliability, appropriateness, originality, and/or copyright.

Any Submission posted to the public facing and publicly accessible portions of the Website or other publicly accessible Services will be deemed to have been provided as not being confidential

information and treated as NOT CONFIDENTIAL. By posting a Submission, you represent and warrant that you own or otherwise control all of the rights to your Submission as described in these Terms of Use including, without limitation, all the rights necessary for you to provide, post, upload, input or submit your Submissions.

In addition to the representations and warranties set forth above, by uploading a Submission, you represent and warrant that: (i) the Submission is an original work and you are the copyright owner of your Submission or you have all required licenses and permission of the copyright owner of the Submission and all content therein, to provide, present and use the copyrighted work in the manner of use, display or performance on our Website and with our other Services; and (ii) you currently possess and hold all rights necessary to grant the licenses and permissions to Stellar MLS as described in these Terms of Use or otherwise necessary for the purposed use thereof. All Submissions, whether publicly posted or privately transmitted, are the sole responsibility of the persons from whom such Submissions originated or were supplied to and through our Services. This means that you, and not Stellar MLS, are entirely responsible for all Submissions that you upload or otherwise provide.

DISCLAIMER OF WARRANTIES:

THIS WEBSITE AND ALL OTHER SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. STELLAR MLS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, TO THE FULLEST EXTENT ALLOWED BY LAW, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. STELLAR MLS FURTHER DISCLAIMS ANY AND ALL RESPONSIBILITY AND LIABILITY FOR: (I) ERRORS, MISTAKES, OR INACCURACIES OF OUR CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE AND OTHER SERVICES; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY.

STELLAR MLS DOES NOT WARRANT THAT THE SERVICES, OR THE CONTENT WILL BE UNINTERRUPTED, TIMELY, SECURE, ACCURATE OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, THAT MESSAGES OR REQUESTS WILL BE DELIVERED OR RECEIVED, OR THAT THE SERVICES, THE CONTENT OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ARE RESPONSIBLE FOR ENSURING THAT YOU HAVE IMPLEMENTED PROCEDURES TO PREVENT SUCH CONTAMINATING COMPONENTS FROM INFECTING YOUR COMPUTER AND ITS DATA. STELLAR MLS DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF, OR THE RESULT OF THE USE OF THE SERVICES OR THE CONTENT. TO THE EXTENT THAT APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

LIMITATION OF LIABILITY:

STELLAR MLS SHALL IN NO EVENT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR OTHER DAMAGES OF ANY NATURE WHATSOEVER (INCLUDING WITHOUT LIMITATION THOSE RESULTING FROM LOST PROFITS, LOST DATA, STOLEN INFORMATION OR BUSINESS INTERRUPTION), RESULTING FROM THE USE OF, OR INABILITY TO USE, OUR SERVICES OR CONTENT, WHETHER BASED IN TORT, CONTRACT, OR NEGLIGENCE, EVEN IF WE HAVE BEEN ADVISED OF SUCH ACTUAL OR POTENTIAL DAMAGES. YOUR ONLY REMEDY SHALL BE TO CEASE ANY FURTHER USE OF OUR SERVICES AND CONTENT.

OUR RIGHTS:

Stellar MLS reserves the right to take any and all action necessary, and to seek any and all remedies available to us to prevent the unauthorized use of our Content and Services, including but not limited to the right to take appropriate legal action, to seek injunctive relief and/or monetary damages, and to prevent further use of our Services by anyone who infringes our intellectual property rights or otherwise misuses our Content or Services in any way. You agree that in the event of a breach by you of any provision of these Terms of Use, Stellar MLS shall be entitled to seek and obtain injunctive or other equitable relief, or both, in each case without the requirement to post any bond or other form of security, and without such act constituting an election of remedies or disentitling Stellar MLS to each and every remedy available at law or in equity for a breach of these Terms of Use by you.

INDEMNIFICATION:

You agree to indemnify and hold harmless Stellar MLS from any claim or demand, including reasonable attorney's fees, made by any third party, including claims of infringement by third parties, due to or arising out of: (i) any Submissions you provide, submit, upload, email, or otherwise transmit through or about the Services; (ii) your use, access to or misuse of our Services; (iii) your gross negligence or willful acts; or (iv) your breach of these Terms of Use or our Privacy Policy.

SECURITY MEASURES:

Stellar MLS has taken reasonable and appropriate steps and has employed industry-standard practices and technology to ensure the integrity and confidentiality of personally identifiable information. While Stellar MLS implements commercially reasonable security measures to protect your personal information, no method of transmission over the internet is completely secure, and Stellar MLS cannot guarantee the absolute security of your data. You agree to use the Services at your own risk and understand that you are responsible for taking appropriate precautions to protect your personal information.

CHATBOTS:

When you use the Services, you may use or interact with automated features like chatbots, powered by artificial intelligence, or similar technologies ("Chatbots"). Stellar MLS may offer Chatbots as a convenience to you. Information generated by Chatbots may not be unique. While Chatbots are designed to improve your experience, these technologies are evolving and may have limitations such as generating outputs that are inaccurate or inappropriate to your situation. Please do not share personal or confidential information with the Chatbot.

Chatbots are not a substitute for direct communication with Stellar MLS and all of the information made available to you through a Chatbot, is also available through Stellar MLS. You acknowledge that Stellar MLS shall not be liable to you or any third-party for a Chatbot providing inaccurate information to you.

Participant and Subscriber Chatbot.

Participants and Subscribers logged into Stellar Central may have access to a Chatbot powered by our third-party service provider. While the Chatbot is accessible through Stellar Central, the Chatbot is hosted and maintained independently by a third-party service provider. Your use of the Chatbot is subject to the terms of service and privacy policy of this third-party service provider, in addition to ours.

The Chatbot is intended to provide general information and assist with frequently asked questions related to training, education and how to use certain features and functions of the Stellar MLS System. It is not intended for provide professional advice and should not be relied upon as a sole source for decision making, or as a substitute for professional advice. Stellar MLS will not be bound by any information or answers provided by the Chatbot. Do not share passwords, sensitive or personal information or confidential information in conversations with the Chatbot.

Conversations with the Chatbot may be logged and stored by Stellar MLS and the Chatbot service provider to improve service quality, resolve issues and ensure compliance.

We make no guarantees regarding the accuracy, completeness, legality or reliability of the Chatbot's responses, and we disclaim all liability for any loss, harm, fines or damages resulting from your reliance on the Chatbot responses. Your interactions with the Chatbot are at your own risk and you assume full responsibility for any claims, actions and liabilities arising from your use of the Chatbot. The Chatbot may not always be available or capable of understanding complex or nuanced queries. For regulatory and compliance issues or other sensitive matters, please contact the Stellar MLS support team directly during normal business hours.

TERMINATION:

Your authorization to access and use the Services is a privilege, not a right, and is subject to these Terms of Use as modified, and any applicable Additional Terms. You may stop using the Services at any time. You acknowledge and agree that Stellar MLS may terminate, suspend or block your access to or use of the Services without prior notice and for any or no reason. You agree that upon termination, suspension, barring from or discontinuance of use or access to the Services for any reason, Stellar MLS may delete all information related to you on the Services and may bar your access to the Services.

RIGHT TO MODIFY OR DISCONTINUE SERVICES:

Stellar MLS reserves the right, at any time and in our sole discretion, to: (i) modify, suspend or discontinue the Services and/or Content made available through the Services, with or without notice; (ii) charge fees in connection with the use of certain Services; (iii) modify and/or waive any fees charged in connection with the Services; and (iv) offer certain opportunities to some or all users of the Services. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Services or Content available made thereon.

APPLICABLE LAW:

By visiting the Website or using our Services, you acknowledge and agree that any disputes between you and Stellar MLS, arising out of your access to and/or use of our Content, the Website, our other Services, these Terms of Use, and/or our Privacy Policy, shall be governed by the laws of the State of Florida, without regard to its conflicts of laws provisions.

If any party institutes a lawsuit or other action or proceeding pertaining to these Terms of Use, any right or obligation of any party hereunder, or any breach of these Terms of Use, then the sole and exclusive venue and jurisdiction for filing and maintaining any such lawsuit or other action or proceeding shall be brought in a court of appropriate jurisdiction in Orange County, Florida, and you expressly agree to venue and personal and subject matter jurisdiction in such court, and waive the right to institute or maintain any such suit, action or proceeding in any other courts or forums whatsoever.

SERVERABILITY; WAIVER:

If any provision of these Terms of Use are found by a court of competent jurisdiction to be void, invalid, unenforceable or otherwise contrary to law or equity, the remaining provisions of these Terms of Use that can be given effect without such void or unenforceable term or provision, shall be given full effect and be binding on the parties. Stellar MLS' failure to enforce strict performance of any provision of these Terms of Use, or to penalize any violation of these Terms of Use, does not constitute a waiver of future violations.

CONTACTING STELLAR MLS:

If you have any questions about these Terms of Use or our Services, or if you would like further information about Stellar MLS, you can contact us by email, mail, or telephone:

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