

Terms of Use for SmartMLS Enrollment Agreement

Terms of Use for SmartMLS

By accepting the terms of this Agreement and by enrolling in SmartMLS, Inc. I, the subscriber, am acknowledging that I agree to the following policies:

That SmartMLS, Inc. and any of its products or services are for my exclusive use. It is acknowledged by the parties that both SmartMLS, Inc. and I have an interest in protecting the security of the SmartMLS, Inc. MLS System and the SmartMLS Data contained within the System.

SmartMLS, Inc. System Access: I agree not to sell, publish, recompile, resell or to otherwise provide SmartMLS, Inc. data to any third party, nor will I derive products or analysis from SmartMLS Data, nor will I distribute, in written, printed or electronic form, any proprietary or copyrighted information of SmartMLS, Inc. system other than that of his/her Participant's own data, to any person, firm, corporation or entity, whether or not for compensation, without the express written consent of SmartMLS, Inc. Participant and the property owner whose information is so disseminated, except for appraisal or CMA purposes or the marketing of properties to prospective purchasers or tenants.

I further agree to adhere to all SmartMLS, Inc. Rules & Regulations, Bylaws and policies, including not sharing my Password(s). If a pattern is recognized, indicating that my password may have been compromised, I agree to immediately update/change my password, when and if requested to do so.

If it is found that I violated any of the terms of this Agreement, the following fine will apply:

Unauthorized Access: A fine of up to \$400 and suspension from MLS may result as determined by the Board of Directors for each occurrence will be assessed to any Participant/User that allows access to SmartMLS to an unauthorized person (i.e., sharing system logon ID and Password)*

***subject to change**

Pursuant to your Participant/Subscriber Agreement with SmartMLS, Inc., the compilation of Listing Data which comprises the MLS Database and all copies, modifications, enhancements and derivative works of the MLS Database, are the property of SmartMLS, and all right, title, and interest in and to the MLS Database, together with all copies, modifications, enhancements and derivative works, including all copyright and other intellectual property rights are and remain with SmartMLS.

When you input listing and related information into the SmartMLS Database you choose, classify, categorize, order, and group the material and data you input. Pursuant to copyright law, your actions and decisions in "selecting",

"coordinating", and "arranging" the material and data you input are components of a "compilation copyright" that is the property of SmartMLS.

Consistent with the terms of your Participant/Subscriber Agreement, and **as a condition of your accessing the SmartMLS Database to input material and data, you hereby agree** that all of your actions and decisions in selecting, coordinating, and arranging the material and data you enter into the SmartMLS Database constitute a "work for hire" on behalf of SmartMLS under the

Copyright Act of 1976, and that SmartMLS is the author and owner of those works for the purpose of copyright. Your agreement that selection, coordination, and arrangement of material and data is a work for hire does **not** change ownership of the original text (such as public remarks), photographs, or videos that you create for your listings, all of which are governed by the Participant/Subscriber Agreement between you and SmartMLS.

SMS Messaging and Automated Notifications:

By providing or updating my cellular phone information, I authorize **SmartMLS, Inc.** to call or send SMS text messages using an automatic telephone dialing system or prerecorded message to my cell phone number to communicate important information related to multiple listing services being provided to me by SmartMLS. If I do not want to receive calls or SMS text messages, I can unsubscribe by sending an email to Support@smartmls.com with the subject line "STOP Text" or by calling the SmartMLS offices at 203-750-6000. I understand standard text messaging rates and fees from my mobile carrier may apply.

This click-thru agreement effects your legal rights. If you have questions about it consult your attorney

For Customer Support: You may email Support@smartmls.com or call 203.750.6000

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User Ip: 69.74.82.18

Date Stamp: Thu Mar 05 2020 15:56:58 GMT-0500 (Eastern Standard Time)

Chris Makowski

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