

NORTH CAROLINA REGIONAL MLS, LLC TRAINER TERMS AND CONDITIONS

This Agreement is made between North Carolina Regional MLS, LLC. (“NCRMLS”) and you (“You” or “Trainer”). By signing below, you agree to the following terms:

NCRMLS owns, operates and/or maintains www.NCRMLS.com (the “Site”) on which you have requested to be listed as an independent third party provider of training services to NCRMLS subscribers in accordance with the information you provided on the Trainer Registration Form.

1. YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS

This is a legally binding contract. By signing this Agreement and being listed as a trainer on the Site, you signify that you have read and agree to the provisions of this Agreement. If you violate any provision of this Agreement, your permission to be listed on the Site shall immediately terminate without notice to you.

2. TRAINER’S ACKNOWLEDGEMENTS AND OBLIGATIONS

2.1 Trainer acknowledges that NCRMLS assumes no responsibility to review or monitor the services or materials provided by Trainer. Trainer is responsible for any liability or loss of goodwill associated with inaccuracy, deficiency, or other similar problems in the training services provided by Trainer.

2.2 Trainer shall not display or use the NCRMLS logo, trademark, or copyright notice in conjunction with any of the training services it provides. Trainer acknowledges that NCRMLS does not endorse or recommend Trainer or any of Trainer’s offered services and Trainer shall not directly or indirectly indicate otherwise. Further, Trainer acknowledges that being listed on the Site is subject to the exclusions of warranties and limitations of liabilities set forth in this Agreement.

2.3 Trainer warrants that the training services it provides will not constitute infringement of the intellectual property rights of any third party and Trainer uses reasonable care to ascertain the accuracy of the services/information provided and its compliance with NCRMLS policies and this Agreement. Additionally, Trainer shall comply with all applicable laws, statutes, ordinances and regulations in performance of its obligations under this Agreement including compliance with any applicable obligations under the Americans with Disabilities Act and any applicable laws relating to personally identifiable information and data privacy.

2.4. Trainer will ensure the information provided on the Trainer Registration Form is accurate and complete. Trainer will ensure that NCRMLS has current contact information for Trainer, and Trainer will promptly update NCRMLS in the event such information changes or needs updating.

3. NCRMLS’S OBLIGATIONS

NCRMLS agrees, in the manner it deems fit and in its sole discretion, to list Trainer on the Site and make commercially reasonable efforts to display the information provided by Trainer in the Trainer Registration Form, such as the class topics and class sizes indicated by Trainer on the Trainer Registration Form.

4. TERMINATION

This Agreement may be terminated by either party at any time and for any reason upon 10 days’ written notice to the other party. This Agreement may also be terminated by NCRMLS immediately if you violate any of the restrictions of the Agreement or in the event NCRMLS determines it will no longer list Trainer information on its Site.

5. DISCLAIMER OF WARRANTIES

THE SITE IS AVAILABLE "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, NCRMLS DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EVEN IF THAT PURPOSE HAS BEEN DISCLOSED) AND ANY WARRANTY THAT THE SITE (1) WILL BE UNINTERRUPTED, FREE FROM ERRORS, OR FREE FROM VIRUSES, WORMS, "TROJAN HORSES" OR OTHER MALICIOUS CODE OR HARMFUL FEATURES OR (2) WILL MEET YOUR REQUIREMENTS OR BE ACCURATE, COMPLETE, TIMELY, RELIABLE, OR NON-INFRINGEMENT. FURTHER, NCRMLS DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS CONCERNING THE ACCURACY, LIKELY RESULTS, SECURITY, OR RELIABILITY OF THE USE OF THE SITE OR ANY SITES LINKED TO THIS SITE. NCRMLS RESERVES THE RIGHT TO CORRECT ANY ERRORS IN THE SITE. IF YOU RELY ON OUR SITE, YOU DO SO ENTIRELY AT YOUR OWN RISK.

6. LIMITATION OF LIABILITY

IN NO EVENT SHALL NCRMLS BE LIABLE TO YOU FOR ANY LOSS, EXPENSE OR DAMAGES INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES AND INCLUDING LOST PROFITS OR LOST REVENUE, CAUSED DIRECTLY OR INDIRECTLY BY YOUR USE OF THE SITE OR ANY OF NCRMLS'S SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF NCRMLS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. YOU AGREE THE LIABILITY OF NCRMLS, IF ANY, ARISING OUT OF ANY LEGAL CLAIM ARISING FROM YOUR USE OF THIS SITE WILL NOT EXCEED \$100 IN THE AGGREGATE.

7. YOUR INDEMNIFICATION OBLIGATIONS

YOU AGREE TO INDEMNIFY AND HOLD NCRMLS, AND ITS AFFILIATES, OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION, FOR ANY MANNER OF ACTUAL, THREATENED, OR CLAIMED LOSS, DAMAGE, COST, OR EXPENSE, INCLUDING, BUT NOT LIMITED TO COURT COSTS AND REASONABLE ATTORNEYS' FEES, MADE BY ANY THIRD PARTY DUE TO OR ARISING OUT OF YOUR USE OF THE SITE, YOUR PROVISION OF TRAINING SERVICES, OR YOUR BREACH OF THIS AGREEMENT.

8. GENERAL

This Agreement is the complete agreement between you and NCRMLS regarding the Site and your use of it as a Trainer. If you are a participant or subscriber of NCRMLS, or otherwise use NCRMLS's MLS services, the provisions of the Agreement are cumulative with those set out in your participant, subscriber, user, or other agreement to the extent they are not inconsistent with each other. In the event the agreements are inconsistent, the terms of the other agreement, and not this Agreement shall prevail. This Agreement is governed by the laws of the State of North Carolina and you agree to bring any claim or dispute related to the Site or this Agreement in the state or federal courts located in Onslow County in the State of North Carolina. If a court of competent jurisdiction determines that any provision of the Agreement is unenforceable for any reason, then that provision will be deleted and the remaining provisions will be enforceable to the fullest extent permitted by law. You agree that we may provide you with notices electronically. NCRMLS's or your failure to exercise or enforce a right in the Agreement or otherwise available, shall not constitute a waiver of any rights. Trainer may not assign, delegate, or otherwise transfer any of its rights or obligations under this Agreement to any other party. If NCRMLS prevails in any action to enforce or interpret this Agreement or any provision hereof, it shall be entitled to its reasonable attorney's fees and costs for such legal action

9. RELATIONSHIP OF THE PARTIES

The relationship of NCRMLS to the Trainer is that of independent contractor. No party shall be deemed to be the agent, partner, joint venturer, franchisor or franchisee, or employee of NCRMLS or have any authority to make any agreements or representations on the behalf of NCRMLS. Each party shall be solely responsible for the payment of compensation, insurance, and taxes of its own employees.

10. SURVIVAL OF OBLIGATIONS

Paragraphs 1, 2, and 5 -10 shall survive termination or expiration of this Agreement.

11. MODIFICATIONS TO THE SITE, AGREEMENT, AND LAST UPDATE

NCRMLS reserves the right to make changes to the Site, discontinue the Site, or any part of it, at any time, for any reason, and without any notice to you. NCRMLS may modify the Site and this Agreement from time to time. NCRMLS will provide you with an updated version of the Agreement, however, you waive the right to receive specific notice of any changes to the Site. Your continued listing on the Site, after receipt of an updated agreement indicates your agreement to the modified agreement.

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IN WITNESS WHEREOF, the Parties have entered into this Agreement and make it effective as of the Effective Date. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same document.

<p>NORTH CAROLINA REGIONAL MLS, LLC</p>	<p>TRAINER</p>
<p>Signature</p>	<p>Trainer Name</p>
<p>Signer's name</p>	<p>Signature</p>
<p>Signer's Title</p>	<p>Signer's name</p>
<p>Date (Effective Date)</p>	<p>Signer's Title</p>
<p>Contact for notices and operations matters</p> <p>Name: _____</p> <p>Phone: _____</p> <p>Email: _____</p> <p>Mailing: _____</p>	<p>Date</p> <p>Contact for notices and operations matters</p> <p>Name: _____</p> <p>Phone: _____</p> <p>Email: _____</p> <p>Mailing: _____</p>