

Terms and Conditions

This is a legal agreement ("Agreement") between you and Zenlist, Inc.. Please read the Agreement carefully before registering for the Zenlist service. By registering for Zenlist, you become a member of the Service (a "Member"), and you agree to be bound by the terms and conditions of this Agreement (the "Terms") for as long as you continue to be a Member. If you do not agree to the terms, please do not register for the Zenlist service. The terms are subject to change at any time and you are responsible to periodically review the agreement and any amendments, modifications or supplements thereto for possible changes.

Your membership may be terminated by you or Zenlist at any time, for any reason, effective upon receipt of written notice from the other party. Zenlist does reserve the right to immediately suspend or terminate your access to the Zenlist service, without notice, upon any breach of this Agreement by you, which is brought to Zenlist's attention. Zenlist does not issue refunds or credit of any sort for any unused time on the service, no matter the cause or reason.

Your membership in the Zenlist service is for your sole, personal use. You may not authorize others to use your membership, and you may not assign or transfer your account to any other person or entity.

AS A MEMBER, YOU AGREE THAT:

You are solely legally responsible and liable to Zenlist and to third parties for the content and the accuracy of information you publish or display (hereinafter, "post") on the Zenlist service and for your interactions with other Zenlist Members. Zenlist reserves the right, but has no obligation, to monitor issues or disputes between you and other Members.

You will use the Zenlist service in a manner consistent with any and all applicable laws and regulations. You will not engage in listing, or solicitation of, properties through the Service for which you have not received permission to do so. You will not post any material unrelated to the purchase or sale of a residence. For example, you will not post photos or materials of a sexual or "adult" nature. Zenlist reserves the right, but has no obligation, to reject or delete any material that does not comply with the foregoing. You are aware that you will receive and agree to accept periodic emails from Zenlist, after registering or enrolled in the service, and these emails will be viewed as informational only and will not be viewed as "spam" emails. You agree that you will not make a claim against Zenlist for the receipt of such informative emails.

You will not post, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights and will defend and indemnify Zenlist with respect thereto.

You will not post on the Zenlist service, or transmit to other Zenlist Members or Employees, any defamatory, inaccurate, abusive, obscene, profane, offensive sexually oriented, threatening, harassing, racially offensive, or illegal material, or any material that infringes or violates another

party's rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity).

ACCESS TO PERSONAL DATA BY REAL ESTATE AGENTS

You acknowledge that inherent in the Zenlist concept is the ability of your chosen real estate agent to access and use information you have posted on our site for the purpose of assisting you in the purchase or sale of a home. For example, a real estate agent will have access, among other things, to how many times you have logged onto the Zenlist service, the homes that you have viewed and saved in your personal folder, your e-mail address and other information of value to the agent in assisting in the purchase or sale of homes. You agree that such information from your personal folder, including, without limitation, your e-mail address may be provided to your selected registered real estate agent(s).

ONLINE CONTENT

Zenlist does not represent any buyers, sellers, real estate sales agents or real estate brokers. The company simply acts as a re-distributor of information. Opinions, advice, statements, offers, or other information or content made available through the Zenlist service are those of Agents, Brokers or the local Multiple Listing Service (MLS) and their respective authors, and not of Zenlist. Such authors are solely responsible for such content and Zenlist disclaims any and all liability with respect thereto. Zenlist does not guarantee the accuracy, completeness, or usefulness of any information on the service and neither adopts, endorses nor is responsible for the accuracy or reliability of any opinion, advice, or statement made. Under no circumstances will Zenlist be responsible for any loss or damage resulting from anyone's reliance on information or other content posted on the Zenlist service, or transmitted to Zenlist members.

INDEMNITY BY MEMBER; COVENANT NOT TO SUE

You will defend, indemnify, and hold harmless Zenlist, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of the Zenlist service, including any breach by you of the terms of this Agreement. You further covenant not to sue or make any claim against Zenlist arising out of any information you obtain through Zenlist, or your use of such information, including, without limitation, loss or injury arising from the acts of any third parties.

WARNING - PLEASE READ:

It is possible that other Zenlist Members or users (including unauthorized users, or "hackers") may post or transmit inappropriate materials on the Zenlist service and that you may be involuntarily exposed to such materials. It also is possible for others to obtain personal information about you due to your use of the Zenlist service, and that the recipient may use such information to harass or injure you. You understand and agree that Zenlist is not responsible for the use of any personal information that you may choose to disclose as result of the Service.

PROPRIETARY RIGHTS

Zenlist owns and retains proprietary rights in the Zenlist service. The Service contains the copyrighted material, trademarks, and other proprietary information of Zenlist and its licensors. In addition, other Members may post copyrighted information, which has copyright protection whether or not it is identified as copyrighted. Except for that information which is in the public domain or for which you have been given permission, you will not copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information.

INFORMATION SUPPLIED BY MEMBER

Subject to the Warning set forth above regarding unauthorized third party use, Zenlist will keep confidential all information supplied by you to Zenlist, including credit card number(s) or other financial information, and shall use or disclose such information only for the purposes for which such information was collected, or as required by law. By posting information or content to any public area of Zenlist, you automatically grant, and you represent and warrant that you have the unrestricted legal right to grant, to Zenlist and to other Zenlist Members an irrevocable, perpetual, non-exclusive, fully-paid, worldwide license to use, copy, perform, display and distribute such information and content.

COMPLAINTS

To resolve a complaint regarding the Zenlist service, you should first contact Zenlist Client Services at support@Zenlist.com.

DISCLAIMER OF WARRANTY

Zenlist provides the Zenlist service on an "as is" basis and grants no warranties of any kind, express, implied, statutory, in any communication with Zenlist or makes its representatives, or otherwise with respect to the service. Zenlist specifically disclaims any implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Zenlist does not warrant that your use of the Zenlist service will be secure, uninterrupted, always available, or error-free, or will meet your requirements.

LIMITATION OF LIABILITY

In no event will Zenlist be liable (i) to you for any incidental, consequential, or indirect damages (including, but not limited to, damages for loss of data, loss of programs, loss of profits, cost of procurement of substitute services or service interruptions) arising out of the use of or inability to use the Zenlist service, even if Zenlist or its agents or representatives know or have been advised of the possibility of such damages or (ii) to any person other than you. Notwithstanding anything to the contrary contained herein, Zenlist's liability to you for any cause whatsoever, and regardless of the form of the action, will at all times be limited to the amount paid, if any, by you to Zenlist for the service during the term of membership.

In addition, Zenlist disclaims all liability, regardless of the form of action, for the acts or omissions of other members or users (including unauthorized users, or "hackers") of the Zenlist service.

STATE BY STATE VARIATIONS

Certain jurisdictions limit the applicability of warranty disclaimers and limitations of liability so the above disclaimers of warranty and limitations of liability may not apply to you.

GENERAL PROVISIONS

You agree that Illinois law (regardless of conflicts of law principles) shall govern this Agreement, and that any dispute arising out of or relating to this Agreement shall be subject to the federal and state courts located with the boundaries of the U.S. District Court, Northern District of Illinois. This Agreement, the contents of which are accepted and agreed to by you automatically and immediately upon your registration for the Zenlist service, contains the entire agreement between you and Zenlist, regarding the use of the Service. This Agreement may be amended upon unilateral notice from Zenlist to you or by a writing signed by you and an authorized official of Zenlist. Unless otherwise explicitly stated, the Terms will survive termination of your membership to the Service. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.

COPYRIGHT POLICY

Termination of User Privileges for Infringement and Contact Information for Suspected Copyright Infringement:

We will terminate the privileges of any user who uses this Site to unlawfully transmit copyrighted material without a license, express consent, valid defense or fair use exemption to do so. In particular, users who submit User Content to this Site, whether articles, images, stories, software or other copyrightable material, must ensure that the content they upload does not infringe the copyrights nor other rights of third parties (such as privacy or publicity rights). After notification by the copyright holder or its agent to us of a claimed infringement, we will terminate the infringing users' rights to use and/or access to this Site. We may also in our sole discretion decide to terminate a user's rights to use or access to the Site prior to that time if we have a good faith belief that the alleged infringement has occurred.

If you believe that your copyright has been infringed through the use of this Site, please contact our Customer Care team at support@Zenlist.com or mail to: Zenlist, Inc., 535 Mission Street 14th floor, San Francisco CA 94105.