

TERMS OF USE FOR INTERNET MEMBER SERVICES WEBSITE

BY VISITING OR USING THE INTERNET MEMBER SERVICES WEBSITE OR ANY PART OF THE INTERNET MEMBER SERVICES WEBSITE EXCEPT THIS PAGE, YOU ARE AGREEING TO BE BOUND BY THESE TERMS OF USE AND SUCH AGREEMENT CONSTITUTES A BINDING CONTRACT BETWEEN YOU AND THE LONG ISLAND BOARD OF REALTORS®, INC. (LIBOR), AND ONEKEY® MLS, LLC (ONEKEY®). IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS OF USE, PLEASE DO NOT VISIT OR USE ANY PAGE OF THE INTERNET MEMBER SERVICES WEBSITE.

1. INTRODUCTION

The Internet Member Services Website provides a method for REALTORS® to pay their LIBOR and/or ONEKEY® financial obligations, dues and bills owed to LIBOR or ONEKEY® by electronic transfer over the internet, and is a convenient way to access, view and/or modify your personal membership information or register for classes and events; to provide personal information for customized products and services offered by LIBOR or ONEKEY®. The Internet Member Services Website may only be used for these purposes and for no other, unless you provide authorization. The Internet Member Services Website itself is operated by LIBOR and ONEKEY® who have total control over its technology and operations. LIBOR and ONEKEY® outsource certain aspects of the Internet Member Services Website. If you have any questions about the Internet Member Services Website, contact the Internet Member Services at imssupport@lirealtor.com.

LIBOR and ONEKEY® offer you access to the Internet Member Services Website in exchange for your agreement to accept and comply with the terms, conditions, and notices stated herein and as may be modified by LIBOR and ONEKEY® from time-to-time. LIBOR and ONEKEY® reserve the right to modify in their sole discretion this Agreement and/or your use of the Internet Member Services Website without providing notification. You are responsible for regularly reviewing these terms of use. BY VISITING OR USING ANY PART OF THE INTERNET MEMBER SERVICES WEBSITE YOU ARE AGREEING TO THESE TERMS OF USE, AND YOU ARE AGREEING THAT THIS IS A BINDING CONTRACT BETWEEN LIBOR, ONEKEY®, AND YOU. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS OF USE, PLEASE DO NOT VISIT OR USE ANY PART OF THE INTERNET MEMBER SERVICES WEBSITE.

2. OUTLINE OF TERMS OF USE

For your convenience, LIBOR and ONEKEY® here provide a section-by-section outline of the Terms of Use. To go directly to a specific section contained in these Terms of Use, click on the appropriate link below. Please note that this functionality is provided solely for your convenience and in no way absolves you of your duty to comply with each and every section of these Terms of Use.

- i. General use and limitations on general use of the Internet Member Services Website
- ii. Disclaimers
- iii. Privacy policy and terms of use
- iv. Governing law
- v. Third party credit card services
- vi. Copyright infringement notice

GENERAL TERMS

3. GENERAL USE AND LIMITATIONS ON GENERAL USE OF THE INTERNET MEMBER SERVICES WEBSITE

A. You agree that you will not use the Internet Member Services Website in any manner which could damage, disable, overburden, or impair the Internet Member Services Website or interfere with any other party's use and enjoyment of the Internet Member Services Website.

B. You agree to provide true, accurate, and complete user information and to refrain from impersonating or falsely representing your affiliation with any person or entity. Unauthorized individuals attempting to access the Internet Member Services Website may be subject to prosecution.

C. You agree that LIBOR and ONEKEY® may use your personal information, as provided in the Internet Member Services Website, to provide the products and services contemplated herein, or as expressly authorized by you.

4. DISCLAIMER

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF AND RELIANCE UPON ANY AND ALL INFORMATION, INCLUDING BUT NOT LIMITED TO LIBOR AND ONEKEY® CONTENT PROVIDED BY LIBOR AND ONEKEY® THROUGH THE INTERNET MEMBER SERVICE WEBSITE IS AT YOUR SOLE RISK. THE INTERNET MEMBER SERVICE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. LIBOR AND ONEKEY® MAKE NO EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, OR GUARANTEES WITH REGARD TO THE APPROPRIATENESS, ACCURACY, SUFFICIENCY, CORRECTNESS, VERACITY, VALUE, COMPLETENESS, TIMELINESS OR SECURITY OF THE INTERNET MEMBER SERVICE WEBSITE. LIBOR AND ONEKEY® EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. LIBOR AND ONEKEY® SHALL HAVE NO LIABILITY TO YOU OR TO ANY THIRD PARTY FOR ANY LOSS, EXPENSE, OR DAMAGE, INCLUDING CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES AND INCLUDING LOST PROFITS OR LOST REVENUE, CAUSED DIRECTLY OR INDIRECTLY BY THE USE OR RELIANCE UPON THE INTERNET MEMBER SERVICES WEBSITE. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE INTERNET MEMBER SERVICES WEBSITE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEMS OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

THE DISCLAIMER SET FORTH IN THE ABOVE PARAGRAPH NOTWITHSTANDING, LIBOR AND ONEKEY® REPRESENT THAT THEY HAVE DONE AND WILL CONTINUE TO DO THE FOLLOWING:

A. LIBOR AND ONEKEY® SHALL EMPLOY SECURITY SYSTEMS CONSISTING OF ENCRYPTION AND "FIREWALL" TECHNOLOGIES TO ENABLE THE SECURE TRANSMISSION OF DATA ON THE LIBOR AND ONEKEY® NETWORKS.

B. LIBOR AND ONEKEY® SHALL USE COMMERCIALY REASONABLE EFFORTS TO:

ORDER; AND

I. MAINTAIN THE INTERNET MEMBER SERVICES WEBSITE IN WORKING

II. RESTORE SERVICE AS PROMPTLY AS POSSIBLE.

C. LIBOR AND ONEKEY® SHALL USE COMMERCIALY REASONABLE EFFORTS TO ENSURE THAT ALL CONTENT PROVIDED BY IT ABOUT YOU IS ACCURATE AND IS NOT OTHERWISE UNLAWFUL.

D. NEITHER LIBOR NOR ONEKEY® SHALL VIOLATE ANY APPLICABLE FEDERAL, STATE OR LOCAL LAW, INCLUDING ANY CREDIT OR PRIVACY LAW.

NOTWITHSTANDING THE ABOVE, NEITHER LIBOR NOR ONEKEY® SHALL HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR THE FOLLOWING:

I. ERRORS OR DELAYS IN, OR FAILURE OR SUSPENSION OF SERVICE CAUSED BY MECHANICAL OR POWER FAILURE, COMPUTER SOFTWARE OR HARDWARE MALFUNCTIONS, STRIKES, FIRE, INABILITY TO OPERATE OR OBTAIN SERVICE FOR ITS EQUIPMENT, UNUSUAL DELAY IN TRANSPORTATION, ACT OF GOD, PANDEMICS, GOVERNMENTAL ACTS OR OMISSIONS, OR OTHER CAUSES BEYOND THEIR CONTROL.

II. ERRORS MADE BY THEIR THIRD-PARTY VENDORS, INCLUDING WITHOUT LIMITATION, ERRORS MADE IN CREDIT AUTHORIZATION PURSUANT TO ANY TRANSACTION OR THE RESULT OF ANY CREDIT INQUIRY.

III. THE OPERATION OF APPLICABLE LIBOR AND/OR ONEKEY® WEBSITE(S).

IV. ANY CONTENT CONTAINED ON ANY WEBSITE LINKED TO THE INTERNET MEMBER SERVICES WEBSITE WHICH MAY BE INACCURATE, DEFAMATORY, OR IN VIOLATION OF ANY THIRD-PARTIES' INTELLECTUAL PROPERTY RIGHTS.

V. ANY PUNITIVE EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT LIBOR OR ONEKEY® HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

5. PRIVACY POLICY AND TERMS OF USE

The standard privacy policy and terms of use of LIBOR and ONEKEY® as the same presently exists and as it is amended and modified from time to time is incorporated herein and made a part hereof by reference as if said policy and terms of use were here restated at length.¹

6. GOVERNING LAW

In the event of any dispute arising out of these terms of use or the actual use of the Internet Member Services Website the same should be resolved by applying the laws of the State of New York.

You agree to indemnify, defend and hold harmless LIBOR and ONEKEY® from any liability, loss, claim and expense (including attorney's reasonable fees) related to your violation of these terms of use.

¹ LIBOR standard privacy policy and terms of use may be obtained at www.lirealtor.com. See link at bottom of that home page.

ONEKEY® standard privacy policy and terms of use may be obtained at www.onekeymls.com. See link at bottom of that home page.

7. THIRD-PARTY CREDIT CARD SERVICES

LIBOR and ONEKEY® outsource to third party vendors certain aspects of the Internet Member Services Website as it relates to the credit card payment of your dues and bills over the internet. You acknowledge that by permitting such internet credit card services to be offered through the Internet Member Services Website, LIBOR and ONEKEY® are acting as a passive conduit for the transmission to such third parties of any information related to such services that you submit to LIBOR and ONEKEY®. You also acknowledge that these third-party vendors may have their own terms of use and privacy policies and that it is your responsibility to access and read them. LIBOR and ONEKEY® are not responsible for the terms of use and privacy policies of these third-party vendors, and you agree that LIBOR and ONEKEY® will not be held liable if you violate said policies. The third-party vendors utilized by the Internet Member Services Website are as follows: NAR E-COMMERCE Network, Newtek, Paypal, Comodo, FDMS Nashville Processor and GoDaddy. You may access their privacy policies and/or terms of use at their respective websites as follows: www.realtor.org; www.newtekbusinessservices.com; www.paypal.com; www.comodo.com; www.fdms.com, www.godaddy.com.

In order for LIBOR and ONEKEY® to offer the credit card services for the payment of dues and bills over the internet, you hereby grant LIBOR and ONEKEY® permission to disclose in their sole discretion any and all of the information that you provide to LIBOR and ONEKEY® to the above third-party vendors.

Any information that you provide to LIBOR and ONEKEY® must be true, complete, and accurate, must not represent you as someone else or falsely identify you, and must not violate any law, statute, ordinance or regulation. You are solely responsible for such information and for all of the terms and conditions of transactions between you and such third-parties.

LIBOR and ONEKEY® are not and will not be responsible for (i) the terms and conditions of any transaction between you and any third-party; (ii) the quality of services performed by any such third-party or any other legal liability arising out of or related to the performance of such services; and (iii) the content of the terms of use and privacy policy of any such third-party. In the event that you have a dispute with any such third-party, you release LIBOR and ONEKEY® and ONEKEYMLS.COM AND LIREALTOR.COM (and its affiliates, agents and employees) from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

8. MODIFICATION OF AGREEMENT

LIBOR and ONEKEY® reserves the right, in their sole discretion, to modify, add or remove portions of these Terms of Use at any time without notice or liability, and such modification shall become effective upon posting on the Site. Your use of the Site following any such modification shall be conclusively deemed to be your acceptance of such modification.

9. SUPENSION OR TERMINATION OF ACCESS

LIBOR and ONEKEY® reserve the right, in their sole discretion, to suspend or terminate a User's access to the Site for any reason, including but not limited to, a User's breach of this Agreement.

10. INDEMNIFICATION

User agrees to defend, indemnify and hold harmless LIBOR and ONEKEY®, and their employees, officers, directors, and all other persons or entities affiliated with LIBOR and ONEKEY®, from all actions, liabilities, losses, claims, damages, costs, and expenses including but not limited to reasonable attorney's fees, resulting from the User's violation of any term of this Agreement or alleged illegal use of this Site.

11. GENERAL

This Agreement is governed by the laws of the State of New York, U.S.A. You hereby consent to the exclusive jurisdiction and venue of courts sitting in New York, County of Suffolk and/or Eastern District of New York in all disputes arising out of or relating to the use of this site. Use of the Internet Member Services site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and LIBOR or ONEKEY® as a result of this Agreement. LIBOR's and ONEKEY®'s performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation of LIBOR's and ONEKEY®'s right to comply with governmental, court and law enforcement requests or requirements relating to your use of this site or information provided to or gathered by LIBOR and ONEKEY® with respect to such use. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect. Unless otherwise specified herein, this Agreement constitutes the entire agreement between you and LIBOR and ONEKEY® with respect to the Internet Member Services site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and LIBOR or ONEKEY® with respect to the Internet Member Services website. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES PUBLISHED ON THIS SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. LIBOR AND ONEKEY®, ITS AFFILIATES AND/OR ITS RESPECTIVE SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THIS SITE AT ANY TIME.

Any rights not expressly granted herein are reserved.

12. Claims of Copyright Infringement and Related Issues - DMCA NOTICE

We respect the intellectual property rights of others. Anyone who believes their work has been reproduced in a way that constitutes copyright infringement may notify our agent by providing the following information:

- a. Identification of the copyrighted work that you claim has been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at the site;
- b. Identification of the material that you claim is infringing and needs to be removed, including a description of where it is located so that the copyright agent can locate it;
- c. Your address, telephone number, and, if available, e-mail address, so that the copyright agent may contact you about your complaint;
- d. A signed statement that the above information is accurate; that you have a good faith belief that the identified use of the material is not authorized by the copyright owner, its agents, or the law; and, under penalty of perjury, that you are the copyright owner or are authorized to act on the copyright owner's behalf in this situation.

Upon obtaining such knowledge we will act expeditiously to remove, or disable access to, the material. Please be aware that there are substantial penalties for false claims.

If a notice of copyright infringement has been wrongly filed against you, you may submit a counter notification to our agent. A valid counter notification is written communication that incorporates the following elements:

- a. A physical or electronic signature of the poster;
- b. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;

- c. A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification;
- d. Your name, address, and telephone number; a statement that you consent to the jurisdiction of federal district court for the judicial district in which your address is located, or if your address is located outside of the U.S., for any judicial district in which the service provider may be found; and that you will accept service of process from the complainant.

Notices of the foregoing copyright issues should be sent as follows:

By mail:

Long Island Board of REALTORS®, INC.
300 Sunrise Highway
West Babylon, New York
11704 United States
Attention: DMCA Designated Agent

By e-mail: copyright@lirealtor.com

By mail:

OneKey® MLS
300 Sunrise Highway
West Babylon, NY 11704
United States
Attention: DMCA Designated Agent

By e-mail: partnerships@onekeymls.com

If you give notice of copyright infringement by e-mail, an agent may begin investigating the alleged copyright infringement; however, we must receive your signed statement by mail or as an attachment to your e-mail before we are required to take any action.

This information should not be construed as legal advice. We recommend you seek independent legal counsel before filing a notification or counter-notification. For further information about the DMCA, please visit the website of the United States Copyright Office at: <http://www.copyright.gov>.