

Triangle MLS, Inc. SentriLock / SentriKey Real Estate App User Agreement

Triangle MLS, Inc. (TMLS), located at 111 Realtors Way, Cary, NC 27513, agrees to provide credentials for access to SentriKey Real Estate's SentriLock Electronic Lockbox and SentriKey Real Estate app to the person signing below under the following conditions.

1. DEFINITIONS:

- a. **Participant** means the principal broker or appraiser manager that supervises Subscriber's real estate activities and on whose behalf Subscriber conducts those real estate activities.
- b. **User** is the Triangle MLS subscriber.
- c. **Credentials** means the information/ user name issued by TMLS for access to the SentriLock System and the SentriKey Real Estate app.
- d. **SentriLock System** means the lockbox system.
- e. **SentriKey Real Estate App** means the mobile application.
- f. **Subscriber** means a Participant's employees, contractors, salespeople, and assistants (whether licensed or unlicensed as real estate brokers or appraisers).
- g. **TMLS Affiliates** means TMLS and its officers, directors, employees, agents, representatives, licensors, and shareholders.
- h. **TMLS Policies** means bylaws, rules and regulations, and policies and procedures adopted by TMLS's board of directors or authorized delegates, as TMLS amends them from time to time.

2. ELIGIBILITY; REQUIREMENTS: User must be a Subscriber member in good standing with TMLS. User may only use the Lockbox and app for its business purposes. User is responsible for providing any necessary Internet connection, cell phone, cell service plan (when not specifically provided by TMLS or SentriLock System), text messaging service, computer hardware and non-SentriLock supplied software for communication with the SentriLock System or SentriKey Real Estate App.

3. TERM OF AGREEMENT; TERMINATION: The term of this Agreement begins when it is executed and ends when the Agreement is terminated. The Agreement shall terminate:

- a. on the date the User terminates Subscribership in TMLS,
- b. upon User's notice,
- c. upon User's violation of certain TMLS Policies, or
- d. immediately in TMLS's reasonable discretion.

4. EFFECT OF TERMINATION: The SentriLock system and/or the SentriKey Real Estate® app will no longer open lockboxes or permit access to the SentriLock system.

5. SECURITY OF CREDENTIALS: User acknowledges that it is necessary to maintain security of his/her credentials to prevent its use by unauthorized persons. In the event User fails to follow any of the following security requirements, determined in TMLS's reasonable discretion, TMLS may disable User's credentials or terminate User's access to the SentriLock System. User agrees to:

- a. keep his/her credentials secure;
 - b. not loan any credentials to any person, for any purpose whatsoever, or to permit the credentials to be used for any purpose by any other person;
 - c. not duplicate the credentials or allow any person to do so;
 - d. not assign, transfer, or pledge the rights of the access to the Lockbox system or SentiKey Real Estate app.
 - e. notify TMLS as soon as is reasonably possible the loss or theft of any Lockbox system and/ or SentiKey Real Estate App credentials. The User shall sign and deliver a statement to TMLS with respect to the circumstances surrounding the loss or theft; and
 - f. follow all additional security procedures as specified in the TMLS Policies.
- 6. SECURITY OF SENTRILOCK SYSTEM:** User is prohibited from selling, assigning, distributing, providing access to, reverse engineering, decompiling, modifying, disclosing, or otherwise transferring access and/or credentials to the SentiLock System and/or SentiKey Real Estate app or any portion or element thereof.
- 7. DISCIPLINARY ACTION:** user agrees to be subject to the TMLS Policies for violation of any provision of this Agreement. Discipline may include, but is not limited to, fines of \$500 to \$15,000, forfeiture of the User's right to be issued SentiLock System access. The TMLS Board of Directors have the further right to exercise any disciplinary action per the TMLS Policies.
- 8. DISCLAIMER OF WARRANTIES.** THE TMLS AFFILIATES PROVIDE THE ACCESS TO THE SENTRILOCK SYSTEM AND SENTRIKEY REAL ESTATE APP AND ALL COMPONENTS OF IT ON AN "AS IS," "AS AVAILABLE" BASIS. USE OF THE SENTRILOCK SYSTEM / SENTRIKEY REAL ESTATE APP ARE AT THE SOLE RISK OF THE USER. THE TMLS AFFILIATES DO NOT WARRANT THAT THE ACCESS TO THE LOCKBOX SYSTEM OR SENTRIKEY APP WILL BE UNINTERRUPTED OR ERROR-FREE. TMLS AFFILIATES EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE ACCESS TO THE SENTRILOCK SYSTEM, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 9. LIMITATIONS AND EXCLUSIONS OF LIABILITY.** IN NO EVENT SHALL THE TMLS AFFILIATES BE LIABLE TO THE USER OR ANYONE ELSE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR INABILITY TO ACCESS THE SENTRILOCK SYSTEM AND/OR THE SENTRIKEY REAL ESTATE APP INCLUDING RELIANCE BY THE USER ON ANY INFORMATION OBTAINED THROUGH USE OF THE ACCESS; MISTAKES, OMISSIONS, DELETIONS OR DELAYS IN TRANSMISSION OF SUCH INFORMATION; INTERRUPTIONS IN TELECOMMUNICATIONS CONNECTIONS TO THE ACCESS; AND VIRUSES OR FAILURES OF PERFORMANCE; WHETHER CAUSED IN WHOLE OR PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR THEFT OF, DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO THE SENTRILOCK SYSTEM OR SENTRIKEY REAL ESTATE APP AND RELATED INFORMATION, RECORDS AND PROGRAMS.
- 10. MAXIMUM AGGREGATE LIABILITY.** IN NO EVENT SHALL TMLS AFFILIATES BE LIABLE TO THE USER FOR ANY AMOUNT IN EXCESS OF THE GREATER OF (A) THE FEES USER HAS PAID TMLS, IF ANY, IN THE YEAR IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO ANY CLAIM FOR DAMAGES; OR (B) \$100.
- 11. Indemnification.** User shall defend, indemnify and hold the TMLS Affiliates and other Participants and Subscribers harmless from and against any and all liability, damages, loss or expense (including reasonable fees of attorneys and other professionals) in any claim, demand, action or proceeding initiated by any third-party against the TMLS Affiliates or other Participants and Subscribers arising from any loss, authorized use, or unauthorized use of the SentiLock system and/or SentiKey Real Estate App or any breach of this Agreement.

- 12. Injunctive relief.** User agrees that in the event of User's breach of this Agreement, determined in TMLS's sole discretion, TMLS may obtain injunctive relief or other equitable remedies against User in addition to all available remedies at law, without any showing of actual damages or posting any bond or security of any kind.
- 13. Dispute resolution; Venue.** In the event TMLS claims that User has violated the TMLS Policies, TMLS may, at its option, resolve such a claim according to the disciplinary procedures set out in the TMLS Policies. User agrees to submit all other disputes or claims under this Agreement to the jurisdiction and venue of the state and federal courts sitting in Wake County, North Carolina.
- 14. Legal fees.** In the event of legal action or proceeding between TMLS and User, on account of or in respect to this Agreement, where TMLS is the prevailing party, TMLS shall be entitled to recover its reasonable attorneys' fees, costs and expenses incurred in such action or proceeding
- 15. No third-party beneficiaries.** This Agreement is entered into solely between, and may be enforced only by, TMLS and User, and this Agreement shall not create or be construed to create any rights in any home owner, home seller, home purchaser, board or association, or other third party.
- 16. Interpretation and amendment.** User expressly consents to the execution of amendments by electronic means (such as web site "click through" agreements). TMLS may amend this agreement by providing 30 days' advance notice of the amendment to the User. If the User continues to access the SentiLock system and/or the or TMLS Database after the expiration of the 30-day notice period, the User will be deemed to have agreed to the terms as amended. Except as provided in this paragraph, this Agreement may not be amended except by written instrument executed by both parties.
- 17. Assignment.** Neither this Agreement nor any obligations or duties hereunder may be assigned or delegated by User. Any purported assignment or delegation in contravention of this section is null and void.
- 18. Integration and severability.** This Agreement contains the entire understanding of the parties and supersedes all previous oral and written agreements on the subject hereof. Each provision of this Agreement is severable from the whole, and if one provision is declared invalid, the other provisions shall remain in full force and effect. The foregoing notwithstanding, if any provision of Sections 10 through 12 is declared invalid or unenforceable by any court of competent jurisdiction, this Agreement and User's access to the SentiLock system shall immediately terminate.
- 19. Survival.** The terms of Sections 1 and 2 (as applicable), and 6 through 7 shall survive termination of this Agreement.
- 20. Governing law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina applicable to contracts made and performed in North Carolina, without regard to its conflicts of law and choice of law provisions.
- 21. Notice.** Any notice required or permitted to be given under this Agreement shall be in writing and delivered via (a) U.S. Mail, postage paid and return receipt requested; (b) express mailing service with confirmation of receipt; (c) facsimile transmission, provided sender obtains confirmation of transmission; or (d) electronic mail, provided sender requests a return receipt. All notices are effective on the date of receipt or three days after transmission, whichever is earlier.

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I agree to the terms of this Agreement by signing below and represent and warrant that I am an authorized TMLS User, will abide by and understand the TMLS Policies.

User:

Signed: _____ Date: _____

Printed Name: _____ License #: _____

Office Name: PEAK, SWIRLES & CAVALLITO PROPERTIES

MLS User Type (Check all that apply)

- Broker-In-Charge _____
- Licensed real estate agent X
- Certified Appraiser _____
- Administrative Assistant _____
- Licensed Home Inspector _____