

NORTH ALABAMA MULTIPLE LISTING SERVICE VALLEYMLS.COM TERMS OF USE

ValleyMLS.com (the "Site") is owned, operated, and maintained by North Alabama Multiple Listing Service ("NALMLS"). These Terms of Use (the "Terms") govern your access and use of the Site. By accessing this Site, you indicate your agreement to be bound by these Terms in full, as well as all applicable laws and regulations. You further agree that you are responsible for compliance with any applicable laws. If you do not agree with any of these Terms, you are prohibited from using or accessing this Site. Users of this Site must be at least 13 years old; access or use by anyone younger is not authorized.

1. Modifications

NALMLS may modify these Terms from time to time by displaying the updated Terms on the Site. Please check this page regularly to ensure you are familiar with the current version of Terms. Your continued use of the Site after the updated Terms are displayed indicates your agreement to the modified Terms.

2. License to Use the Site

Unless otherwise stated, NALMLS own all the intellectual property rights in the Site and material on the Site. Subject to the license described herein, all these intellectual property rights are reserved. You may view, download for caching purposes only, and print pages from the Site solely for your personal and non-commercial uses, subject to the restrictions set out below and elsewhere in these Terms.

This is the grant of a license, not a transfer of title, and under this license you must not: (i) modify, copy, or republish the materials from this Site; (ii) sell, rent, or sublicense materials from the Site; (iii) attempt to decompile or reverse engineer any software contained on the Site; (iv) remove any copyright or other proprietary notations from the materials; or (v) transfer the materials to another person or "mirror" the materials on any other server.

This license shall automatically terminate if you violate any of these restrictions and may be terminated by NALMLS at any time for any reason. Upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

3. NALMLS Content; NALMLS Trademarks

All content on or provided through the Site, including, but not limited to text, images, illustrations, video, graphics, content, and materials ("NALMLS Content") is the exclusive property of NALMLS and its licensors. The NALMLS Content is protected by copyrights, trademarks or service marks, and other intellectual property rights, which are owned and controlled by NALMLS and its licensors. Except as provided in the Terms, NALMLS Content may not be copied, reproduced, republished, uploaded, posted, transmitted, distributed or exploited in any way, without proper permission from NALMLS or its licensor.

"North Alabama Multiple Listing Service," "NALMLS," "ValleyMLS.com" and other names, trademarks, service marks, and indicia of source ("NALMLS Trademarks") are owned by NALMLS. You may not use the NALMLS Trademarks in connection with any products or services that do not belong to NALMLS, or in any manner likely to cause confusion about the source of any product or service, or in any manner that implies that NALMLS endorses any product or service, or in any manner that disparages or discredits NALMLS.

4. Acceptable Conduct on this Site

You agree to use the Site in an appropriate, lawful manner and according to the Terms. You expressly agree that you will NOT use the Site or send any email containing a www.ValleyMLS.com link:

(a) For any purpose that violates any local, state, or federal law or regulation, including infringement of any intellectual property rights or privacy rights;

- (b) To engage in any conduct that is libelous, obscene, threatening, harassing, or defamatory, or conduct that encourages actions that may be unlawful or inappropriate;
- (c) To send any unsolicited bulk or commercial messages (also known "spam"), or promote or advertise products or services;
- (d) To conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting);
- (e) To impersonate any person or entity, falsify any sender address, forge anyone's identity or perform any other fraudulent activity (such as "phishing");
- (f) To transmit or otherwise make available through the Site any computer code, file, program or other element (including any virus, worm, malware, or other malicious computer code or software of any nature) that would interrupt, destroy, interfere with or otherwise cause any other effect that might reasonably be considered undesirable;
- (g) To interfere with, or attempt to interfere with, any person's ability to use the Site;
- (h) To attempt to or actually circumvent the Site's security or any means to control access to the Site.

5. Links, Frames and Metatags

You may not frame the Site, or the content of the Site unless you first obtain NALMLS's express prior written consent in each case. You may not use metatags or any other "hidden text" that incorporates NALMLS Trademarks or marks confusingly similar to NALMLS Trademarks without our prior written consent.

6. Registered User Access and Privacy Policy

You may choose to become a registered user of the Site to access certain features only available to registered users. You may terminate your registered user account at any time. Please review the NALMLS Privacy Policy to understand how your personally identifiable information is collected, used, and protected.

By registering on the Site, you are confirming that you are at least 18 years old and you consent to NALMLS use of your registered user information as described in the [NALMLS Privacy Policy](#). You are responsible for the security of your password and you are responsible for the activities that occur on the Site under your registered user account.

7. Links to Third-Party Web Sites, Content, Advertisement

The Site may contain links to websites controlled by third parties, content generated by a third party, or advertisements for a third party ("Third-Party Websites"). NALMLS is not responsible for Third-Party Websites or their content, activities, or privacy practices. Any information you share or actions you take on Third-Party Websites are governed by those sites' terms of use and privacy statements. Inclusion of Third-Party Websites does not indicate or imply NALMLS endorsement or approval of the Third-Party Website, or any organization, activity, content, product, or service associated with the Third-Party Websites. NALMLS make no representation or warranty whatsoever about the nature of Third-Party Websites, products, or services. Further, NALMLS is not responsible for any loss or damages incurred by you on any Third-Party Websites.

8. Digital Millennium Copyright Act (DMCA) Notice

This Site follows the safe harbor provisions of the Digital Millennium Copyright Act 17 USC § 512. You can review NALMLS's DMCA policy [here](#).

9. No Advice

Nothing on this Site constitutes, or is meant to constitute, advice of any kind. The information and content on this Site is for informational purposes only. If you require advice in relation to any real estate, legal, or financial matter, you should consult an appropriate professional.

10. No Warranties

THE SITE IS AVAILABLE "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, NALMLS 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, NALMLS 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. NALMLS RESERVES THE RIGHT TO CORRECT ANY ERRORS IN THE SITE. IF YOU RELY ON OUR SITE, YOU DO SO ENTIRELY AT YOUR OWN RISK.

11. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL NALMLS (OR ITS MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, SERVICE PROVIDERS, REPRESENTATIVES AND AGENTS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR USE OF THE SITE, INCLUDING ANY (1) ERRORS, OMISSIONS, INTERRUPTIONS, OR INACCURACIES IN OUR SITE, (2) FAILURE TO STORE OR PRESERVE INFORMATION IN CONNECTION WITH YOUR REGISTERED USER ACCOUNT, OR (3) DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES (INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS, OR LOSS OF DATA) ARISING OUT OF YOUR USE OR MISUSE OF THE SITE, REGARDLESS OF THE THEORY OF LIABILITY, WHETHER TORT (INCLUDING NEGLIGENCE), CONTRACT, OR ANY OTHER LEGAL OR EQUITABLE THEORY AND EVEN IF NALMLS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS.

YOU RELEASE NALMLS (AND ITS MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, SERVICE PROVIDERS, REPRESENTATIVES AND AGENTS) FROM ANY CLAIM RELATING TO YOUR USE OF THE SITE. YOU AGREE THAT THE LIABILITY OF NALMLS (AND ITS MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, SERVICE PROVIDERS, REPRESENTATIVES, AND AGENTS), IF ANY, ARISING OUT OF ANY LEGAL CLAIM ARISING FROM YOUR USE OF THE SITE WILL NOT EXCEED \$1,000.00 IN THE AGGREGATE.

12. Indemnification

You agree to defend, indemnify and hold harmless NALMLS (and its members, directors, officers, employees, service providers, representatives, and agents) against all liabilities, losses, damages, and costs (including reasonable attorneys' fees) that they may incur based on claims arising out of (1) your use of our Site, or (2) a violation of these Terms. NALMLS reserves the right, at our own expense, to assume the exclusive defense and control of any matter for which we are entitled to indemnification. You agree to provide us with whatever cooperation we reasonably request.

13. Changes to Site; Termination

NALMLS reserves the right to make changes to this Site or discontinue the Site at any time for any reason without notice. You may stop using the Site at any time. NALMLS reserves the right to terminate, limit, or suspend your access to this Site at any time for any reason with or without notice to you. Paragraphs 1, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13 and 14 of these Terms (along with any other provision that by its terms contemplates survival) survive any termination of these Terms.

14. General

(a) Entire Agreement: These Terms are the complete agreement between you and NALMLS regarding your use of our Site.

(b) Governing Law and Venue: These Terms are governed by the laws of the State of Alabama and you agree to bring any claim or dispute relating to your use of the Site or these Terms in the state or federal courts located in Madison County in the State of Alabama.

(b) Severability: If a court of competent jurisdiction determines that any provision of these Terms are unenforceable for any reason, then that provision will be deleted and the remaining provisions will be enforceable to the fullest extent permitted by law.

(c) Notices: You agree that we may provide you with notices by posting on our site, by e-mail, or by regular mail.

(d) Waiver: NALMLS's or your failure to exercise or enforce a right in these Terms or otherwise available, shall not constitute a waiver of any rights.

15. Questions

For any questions or comments you may have about these Terms, please contact us at: info@hbrmls.com.

16. Last Update

These Terms were last updated: [April 27, 2017](#).