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- (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.

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YOU RELEASE ValleyMLS (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 ValleyMLS (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 ValleyMLS (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. ValleyMLS 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**

ValleyMLS 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. ValleyMLS 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 ValleyMLS 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: ValleyMLS'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](mailto:info@hbrmls.com).

## **16. Last Update**

These Terms were last updated: May 13, 2021.