

USER AGREEMENT

PLEASE READ THE FOLLOWING CAREFULLY. YOUR USE OF THIS WEBSITE ("SITE") IS CONDITIONED UPON YOUR ACCEPTANCE OF THIS AGREEMENT WITHOUT MODIFICATION. BY ACCESSING OR USING THE SITE, YOU AGREE TO BE BOUND BY THIS USER AGREEMENT AND ALL RULES, POLICIES, TERMS, AND CONDITIONS INCORPORATED BY REFERENCE (COLLECTIVELY, THE "AGREEMENT"). IF YOU DO NOT AGREE TO THESE SITE TERMS, DO NOT USE THIS SITE.

IF YOU HAVE NOT READ THIS AGREEMENT, DO NOT UNDERSTAND OR AGREE TO BE BOUND BY THIS AGREEMENT, OR ARE NOT ABLE TO CONSENT TO BE BOUND BY THIS AGREEMENT (E.G., IF YOU ARE NOT OLD ENOUGH TO ENTER INTO A BINDING LEGAL CONTRACT), DO NOT USE THE SITE.

1. Scope and Acceptance

This Site is hosted by Constellation Web Solutions, Inc. or one of its affiliates (collectively "Constellation") on behalf of and as data processor for one of its real estate industry customers ("Company"). The Company is the data controller, and its full name and contact details are set out on the Site. Constellation and Company are independent contractors and are not partners or otherwise engaged in any joint venture in delivering the Site. Where there are obligations in the Agreement to be performed by the Company, Constellation may perform these in accordance with its contract with the Company. Where the Company has rights under the Agreement, unless expressly stated otherwise, any reference to "we", "us" or "our" shall refer to both Constellation and Company, so that Constellation may directly benefit from these rights so as to give effect to its contract with the Company or as required by law. Nothing in this Agreement shall have the effect of making Constellation a sole or joint data controller.

Anyone who accesses or uses the Site is a "User." This Agreement applies exclusively to your access to, and use of, the Site, so please read it carefully. This Agreement does not alter in any way the terms or conditions of any other agreement you may have with Constellation, Company, or their respective affiliates for services, products or otherwise. We reserve the right to change or modify this Agreement and the Site, at any time. If we decide to change the Agreement, we will post a new version on the Site and update the date. Any changes or modifications will be effective immediately upon posting of the revisions on the Site, and you waive any right you may have to receive specific notice of such changes or modifications. Your use of the Site following the posting of changes or modifications to the Agreement will constitute your acceptance of the revised Agreement. Therefore, you should frequently review the Agreement, including applicable policies, from time-to-time to understand the terms and conditions that apply to your use of the Site. If you do not agree to the amended terms, you must immediately stop using the Site. You agree that your sole and exclusive remedy with respect to any changes to this agreement is to discontinue use of the Site.

If you are accessing or using the Site on behalf of any business, organization, or other entity of any kind, you represent and warrant that you are authorized (a) to accept these terms on its behalf and (b) to bind such business, organization, or entity to this Agreement.

The Site is not intended or authorized for use by persons under the age of eighteen (18). By using the Site, you represent and warrant that you are eighteen (18) years of age or older and that you agree to and agree to abide by all of the terms and conditions of this Agreement. If we believe that you are under the age of eighteen (18) or that you are not old enough to consent to and be legally bound by this Agreement, we may, at any time, in our sole discretion, and with or without notice: (i) terminate your access to or use of the Site (or any portion, aspect, or feature thereof), or (ii) delete any content or information that you have posted through the Site.

2. Privacy

We believe strongly in providing you notice of how we collect and use your data, including personally identifying information, collected from the Site. We have adopted a Privacy Policy to which you should refer to fully understand how we collect and use personally identifying information. The Privacy Policy may be changed from time to time and is effective immediately upon posting such changes to the Site.

3. Account Information and Security

In order to use certain areas of the Site, we may ask you to create an account and select a password and/or provide us with certain personal information. This information will be held and used in accordance with the Privacy Policy. By filling out any forms on the Site, providing information to us or making any inquiry, you acknowledge that we have an established business relationship, and you expressly consent to being contacted by us or our service providers, whether by phone, mobile phone, email, mail, texting or otherwise.

You agree that you will provide us with accurate, complete, and updated information on your account. You are responsible for maintaining the security of your account. We recommend that you do not share your account details or your password with others. **YOU ARE SOLELY RESPONSIBLE FOR ANY ACTIVITY ASSOCIATED WITH YOUR ACCOUNT, WHETHER OR NOT AUTHORIZED BY YOU, INCLUDING CONTENT PUBLISHED OR PURCHASES MADE THROUGH YOUR ACCOUNT.**

Please notify us immediately of any actual or suspected loss, theft, fraud, or unauthorized use of your account or account password. Please note that if a "Public Area" is available on the Site, such as a forum, message board, or other community area that allows User posts, you are solely responsible for any information, text, photos, content, or material that you upload, post or transmit to such area. You are also responsible for your reliance on any communications found in such areas. If you feel you or someone is in danger, or you believe illegal conduct may take place or has taken place, you should contact your local law enforcement agency immediately

4. Operation

The specific features and functionality of the Site are dynamic and may change from time to time. We reserve complete and sole discretion with respect to the operation of the Site. We reserve the right to change terms and warranties without notice. We also reserve the right to withdraw, suspend, or discontinue any functionality or feature of the Site at any time.

5. Inaccuracies on the Site and Service and Property Listing Data

The Site may include inaccuracies or errors, and additions, deletions, and alterations could be made to the Site by unauthorized third parties. Although we attempt to ensure the integrity of the Site, we make no guarantees as to the timeliness, completeness, or accuracy of the Site or any of the content on the Site. Specifically, any real estate listing data provided to you in connection with the Site is not intended to be a representation of the complete Multiple Listing Service ("MLS") data for any of our MLS sources. We are not liable for, and do not guarantee, the accuracy of any listing data or other data or information found on the Site, and all such information should be independently verified. The information provided in connection with the Site is for the personal, non-commercial use of consumers and may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing. Some properties which appear for sale on this website may no longer be available because they are under contract, have sold, or are no longer being offered for sale. If you believe any portion of the Site includes an error or inaccuracy, please notify us.

6. Availability of the Site and Service

It is not possible to operate the Site with 100% guaranteed uptime. We will make reasonable efforts to keep the Site operational. However, certain technical difficulties, routine site maintenance and upgrades, and other events may, from time to time, result in interruptions to or outages of the Site. In addition, we reserve the right at any time, and from time to time, to modify or discontinue (on a temporary or permanent basis) certain functions of the Site, with or without notice. You agree that we

shall not be liable to you or to any third party for any direct or indirect consequence of any modification, suspension, discontinuance of, or interruption to the Site.

7. Technical Requirements

Use of the Site requires Internet access through your computer or mobile device. You are responsible for all charges for Internet or mobile access resulting from your use of the Site, including from any notifications provided by the Site. We do not guarantee that the Site will be compatible with all devices or will be supported by all mobile carriers. You may be required to have JavaScript, cookies, or other technologies enabled to use certain features of the Site; if you do not have or do not implement or enable these technologies, certain features of the Site may not be functional for you.

8. Proprietary Rights

The content, structure, "look and feel," and all other elements of the Site are protected by copyright and other intellectual property laws of the United States and other jurisdictions. You may not sell, license, distribute, copy, publish, publicly perform, or display, modify, adapt, translate, or create derivative works from, or otherwise make unauthorized use of, the Site or any portion thereof without our express prior written consent. We reserve all rights not expressly granted in this Agreement. You shall not acquire any right, title or interest to the Site or any portion thereof, whether by implication, estoppel, or otherwise, except for the limited rights set forth in this Agreement. You acknowledge that we will aggressively enforce intellectual property rights with respect to the Site to the fullest extent of the law.

9. Permitted Use

Subject to the terms of this Agreement, you are granted a limited, personal, non-exclusive, non-sublicensable, non-assignable, non-transferable, and revocable license to access and use the Site and all materials available on or through the Site ("Site Materials") solely for your own personal use in accordance with the license scope and use restrictions specified in this Agreement and any other applicable agreement between you and us. You may not use the Site or any Site Materials for commercial purposes. You agree not to use the Site or Site Materials for any unintended purpose, for any unlawful purpose, or in any way that might harm, damage, or disparage any other party, including Constellation, Company, their respective affiliates, and all of their respective suppliers. Without limiting the preceding sentence, you agree that you will not do, or attempt to do, any of the following, unless expressly authorized by us to do so: (a) alter or modify the Site, or make any electronic reproduction, adaptation, distribution, performance, or display of the Site, or any portion thereof, except to the extent permitted by the intent and functionality of the Site or as required for the limited purpose of reviewing material on or interacting with the Site for the intended purpose of the Site; (b) sell, rent, lease, transfer,

distribute, or assign to any third party any rights to the Site, or related materials; (c) remove or modify any proprietary notice or labels on the Site, or related materials, including author attribution and copyright notices, or use any of our trademarks as meta-tags on any other website or application; (d) use the Site for comparative or competitive research purposes; (e) copy, modify, or erase any information contained on computer servers used or controlled by us or any third party except to the extent permitted by the intent and functionality of the Site; (f) use the Site to violate any legal right of any third party, including any publicity or privacy right, copyright, or other intellectual property right, or to take any action that is harassing, libelous, defamatory, abusive, tortious, threatening, harmful, or otherwise objectionable; (g) access or use any password-protected, secure, or non-public areas of the Site, or access data on the Site, not intended for you, except as specifically authorized in writing by us; (h) impersonate or misrepresent your affiliation with any person or entity, or allow a third party to use your identification or to pretend to be you; (i) use any automated means (including screen and database scraping, spiders, robots, crawlers, bypassing "captcha" or similar precautions, and any other automated activity with the purpose of obtaining information from the Site) to access or use the Site, or display the Site, or portions thereof (e.g., deep linking, framing, scraping, etc.), without our express written permission; (j) attempt to or actually disrupt, impair, or interfere with the Site, or any information, data, or materials posted or displayed by us; (k) attempt to probe, scan, or test the vulnerability of the Site or breach any implemented security or authentication measures, regardless of your motives or intent; (l) attempt to interfere with or disrupt access to or use of the Site by any User, processor, host, or network, including, without limitation, by submitting a virus, worm, Trojan horse, or other malicious code; (m) post any content to the Site that: (i) includes any profane, obscene, defamatory, discriminatory, threatening, menacing, harassing, or violent content; (ii) depicts or suggests nudity or sexual acts; (iii) promotes hatred, including against members of a protected group under federal, state, or local law (such as, for example, a group defined by race, gender, or national origin); (iv) is objectively shocking or disgusting; (v) depicts or suggests presently occurring illegal activity; (vi) includes unlicensed proprietary content of a third party, including, e.g., third-party content protected by copyright or trademark for which you do not have a license; (vii) breaches any duty of confidentiality you may have to a third party (e.g., discloses private information about a third party without consent); or (viii) is contrary to Constellation's or Company's mission; or (n) use the Site in any manner whatsoever that could lead to a violation of any federal, state, or local laws, rules, or regulations.

10. Submissions

You agree that any materials, including but not limited to questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials or other information regarding us or the Site provided by you in the form of postings on the Site, e-mail, or other communication or submission to us are unsolicited and non-confidential. We will own exclusive rights, including all intellectual property rights, in and to such submissions, and we will be entitled to the unrestricted use of such submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

11. User Content

We may, at our sole discretion, permit Users to post, upload, publish, submit, or transmit text, graphics, photos, audio, video, or other content (collectively, "User Content"). By making available any User Content on or through the Site, you hereby grant us a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense (through multiple tiers), to view, use, copy, distribute, publicly display and perform, transmit, stream, broadcast, adapt, modify, create derivative works of, and otherwise exploit such User Content on, through, or by means of the Site. We will not pay you for any User Content and we do not claim any ownership rights in any such User Content. Nothing in this Agreement will be deemed to restrict any rights that you may have to use and exploit such User Content independent of the Site. You acknowledge and agree that you are solely responsible for all User Content that you make available through the Site. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all User Content that you make available through the Site or you have all rights, licenses, consents, and releases that are necessary to grant to us the rights in such User Content, as contemplated under this Agreement; (ii) neither the User Content nor your posting, uploading, publication, submission, or transmittal of the User Content or our use of the User Content (or any portion thereof) on, through, or by means of the Site will infringe, misappropriate, or violate any patent, copyright, trademark, trade secret, moral rights, or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation; (iii) all User Content complies with the permitted use of the Site under this Agreement; and (iv) the User Content does not include any false or misleading information and was not submitted under false pretenses. We may, but are not obligated to, (a) record, monitor, modify, or disclose User Content; (b) investigate a complaint that User Content violates this Agreement, and determine in our sole discretion whether to remove the User Content or take other action; (c) remove User Content if we determine in our sole discretion that a violation of the Agreement has occurred or may occur in the future; and/or (d) terminate a User's access to the Site (or any portion thereof) if he or she has violated this Agreement.

12. Third Party Content

The Site may contain or display various materials and content from third parties, including advertising and promotional content ("Third Party Content"). The mere display on or through the Site of such Third-Party Content does not in any way imply, suggest, or constitute any sponsorship, endorsement, or approval by us of any third party or any affiliation between any such third party and us. Furthermore, in using and accessing the Site, you agree that we are in no way responsible for the timeliness, completeness, or accuracy of Third-Party Content. Our display of specific Third-Party Content does not suggest a recommendation by us of the third party or any products or services offered by the third party. Your interaction with any third party accessed through the Site (whether online or offline) is at your own risk, and we will have no liability with respect to the acts, omissions, errors, representations, warranties, breaches, or negligence of any such third party or for any personal injuries, death, property damage, or other damages or expenses resulting from your interactions with the third party. The Site may also contain references or links to third-party properties, such as real properties and websites and other online services, not controlled by us. We provide such references and links solely as a convenience to you and such references and links should not be considered endorsements or recommendations of

such third-party properties. You acknowledge and agree that we are not responsible for any aspect of the information or content contained in any third-party properties. You agree that we are not responsible for any injury, harm, damages, or negative experience you may encounter by accessing, visiting, or using such third-party properties. If you access, visit, or use any third-party properties referred to on the Site, you do so at your own risk. For the avoidance of doubt, this Agreement applies solely to the Site and does not apply to any Third-Party website that may be accessed via Third-Party links on the Site. We encourage you to review the Third-Party agreements of any Third-Party website you choose to access, as their agreements may differ from ours.

13. Disclaimers

YOU EXPRESSLY AGREE THAT ACCESS TO AND USE OF THE SITE AND SITE MATERIALS ARE AT YOUR SOLE RISK. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SITE (INCLUDING ALL SITE MATERIALS, THIRD-PARTY CONTENT, AND ALL PRODUCTS AND SERVICES PROVIDED ON OR THROUGH THE SITE) ARE PROVIDED ON AN "AS IS" AND AN "AS AVAILABLE" BASIS. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CONSTELLATION, COMPANY, THEIR RESPECTIVE AFFILIATES, AND ALL OF THEIR RESPECTIVE SUPPLIERS DO NOT MAKE, AND HEREBY DISCLAIM, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING (A) THE SITE; (B) ANY LINKS, INFORMATION, AND MATERIALS ON THE SITE (INCLUDING SITE MATERIALS, USER CONTENT AND THIRD PARTY CONTENT); AND (C) ANY PRODUCTS AND SERVICES OFFERED THROUGH THE SITE, OR ANY PORTION THEREOF, INCLUDING (WITHOUT LIMITATION) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND ANY WARRANTIES ARISING BY COURSE OF DEALING OR CUSTOM OF TRADE. WE MAKE NO REPRESENTATION OR WARRANTY THAT ANY MATERIAL, CONTENT, PRODUCTS, OR SERVICES DISPLAYED ON OR OFFERED THROUGH THE SITE ARE ACCURATE, COMPLETE, APPROPRIATE, RELIABLE, OR TIMELY. NEITHER COMPANY NOR CONSTELLATION IS RESPONSIBLE FOR TYPOGRAPHICAL ERRORS OR OMISSIONS RELATING TO PRICING, TEXT, OR PHOTOGRAPHY. NEITHER COMPANY NOR CONSTELLATION MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE SITE WILL MEET YOUR REQUIREMENTS, OR THAT YOUR ACCESS TO AND USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, FREE OF VIRUSES, MALICIOUS CODE, OR OTHER HARMFUL COMPONENTS, OR OTHERWISE WILL BE SECURE. CONSTELLATION IS MERELY A SERVICE PROVIDER TO COMPANY, AND IN NO EVENT SHALL CONSTELLATION BE LIABLE TO USER FOR ANY OF THE PRODUCTS, SERVICES, CONTENT OR INFORMATION PROVIDED THROUGH THE SITE OR OTHERWISE PROVIDED BY OR ON BEHALF OF COMPANY, AND CONSTELLATION MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT THERETO. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

14. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL COMPANY, CONSTELLATION, THEIR RESPECTIVE AFFILIATES, OR ANY OF THEIR RESPECTIVE PARTNERS, SUPPLIERS, ADVERTISERS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SUCCESSORS, OR ASSIGNEES BE LIABLE TO YOU (INCLUDING ANY OF YOUR PARTNERS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SUCCESSORS, OR ASSIGNEES) FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT, EQUITY, TORT, OR OTHERWISE (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, AND STRICT LIABILITY IN TORT), INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING FROM DELAY, LOSS OF GOODWILL, LOSS OF OR DAMAGE TO DATA, INTERRUPTION IN USE OR AVAILABILITY OF DATA, LOSS OF USE OF MONEY OR USE OF PRODUCTS, LOST PROFITS, REVENUE OR SAVINGS (ACTUAL OR ANTICIPATED), OR OTHER ECONOMIC LOSS ENSUING FROM OR IN CONNECTION WITH (A) THE SITE; (B) ANY LINKS, INFORMATION, AND MATERIALS ON THE SITE (INCLUDING SITE MATERIALS, USER CONTENT AND THIRD PARTY CONTENT); AND (C) ANY PRODUCTS AND SERVICES OFFERED THROUGH THE SITE, OR ANY PORTION THEREOF, EVEN IF ANY OF THEM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IF, DESPITE THE FOREGOING LIMITATION OF LIABILITY FOR DAMAGES, A COURT OR OTHER TRIBUNAL OF COMPETENT JURISDICTION DECIDES TO AWARD MONETARY DAMAGES TO YOU FOR ANY CLAIM OR CAUSE OF ACTION ARISING FROM THE SAME, THE AMOUNT OF MONETARY DAMAGES FOR SUCH CLAIM OR CAUSE OF ACTION SHALL BE NO GREATER THAN ONE HUNDRED U.S. DOLLARS (\$100).

15. Indemnity

YOU UNDERSTAND AND AGREE THAT YOU ARE PERSONALLY RESPONSIBLE FOR YOUR BEHAVIOR IN CONNECTION WITH USE OF THE SITE. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS COMPANY, CONSTELLATION, THEIR RESPECTIVE AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, PARTNERS, EMPLOYEES, AGENTS, CONTRACTORS, SUCCESSORS, AND ASSIGNS FROM AND AGAINST ALL CLAIMS, DEMANDS, LAWSUITS, DAMAGES, LIABILITIES, LOSSES, COSTS, OR EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE FEES AND DISBURSEMENTS OF COUNSEL AND COURT COSTS), JUDGMENTS, SETTLEMENTS, AND PENALTIES OF EVERY KIND ARISING FROM OR RELATING TO ANY BREACH OF THIS AGREEMENT AND ANY ACTIVITY RELATED TO YOUR USE OF THE SITE.

16. Termination

You agree that we may, in our sole discretion and without prior notice, terminate your access to or use of any of the Site at any time and for any reason, with or without cause. This right is in addition to any other remedies we may have at law or in equity. You consent to our obtaining any injunctive or equitable relief that we deem necessary or appropriate in such circumstances, without the need for a bond. You agree that we will not be liable to you or to any third party for termination of your access to, or use of, the Site because of any breach of the Agreement or for any reason at all.

17. Copyright Infringement

We take copyright violations very seriously. We may remove material from the Site that appears in our sole discretion to infringe upon the copyright or other intellectual property rights of others, and we may terminate the access rights of any infringer. If you believe a work protected by a U.S. copyright you own has been posted on the Site without authorization, or has been mistakenly removed, you may notify our copyright agent as provided below, and provide the following information: (a) a physical or electronic signature of the person authorized to act on behalf of the copyright owner; (b) identification of the copyrighted work or works claimed to have been infringed, or mistakenly removed; (c) a detailed description of the material you claim is infringing, or has been mistakenly removed, together with information sufficient to enable us to locate it, including the URL where the infringing material appears; (d) your name, mailing address, telephone number, and e-mail address; (e) a statement by you that you believe in good faith that the copyrighted material identified is being used in a manner that is not authorized by the copyright owner, its agent or the law, or has been mistakenly removed; and (f) a statement by you that the above information is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of the copyright allegedly infringed. To notify us of claimed copyright infringement, or to file a counter-notice in response to a takedown, please contact us at:

18. International Use

Our servers and operations are located primarily in the United States and our policies and procedures are based primarily on United States law. Because of this, the following provisions apply specifically to Users located outside of the United States: (i) you consent to the transfer, storage, and processing of your information (including submissions and personal data) to and in the United States and/or other countries; (ii) if you are using the Site from a country embargoed by the United States, or are on the United States Treasury Department's list of "Specially Designated Nationals," you are not authorized to access or use the Site; and (iii) you agree to comply with all local laws, rules, and regulations including all laws, rules, and regulations in effect in the country in which you reside and the country from which you access the Site. The Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation, or which would subject us to any registration requirement within such jurisdiction or country.

19. Dispute Resolution

19.1 Initial Dispute Resolution Process. We intend to resolve all disputes that may arise between us and Users in a cost-effective and non-disruptive manner, preferably without the time and expense of litigation. Toward this end, you agree to the following dispute resolution procedure. If you are unable to

resolve any dispute in the ordinary course of business, you shall send a written notice to us in which you outline the issues in dispute, enclose any relevant documents, and state the requested relief. We shall respond promptly with responsive information from its perspective. You and we shall communicate promptly following the delivery of the response, and as often as you and we mutually deem necessary or desirable thereafter, in an attempt to resolve the matter.

19.2 Class Action Waiver. You and we agree that any proceedings to resolve or litigate any dispute, whether through a court of law or alternative dispute resolution, shall be solely conducted on an individual basis. You agree that you will not seek to have any dispute heard as a class action, representative action, collective action, private attorney general action, or similar action.

19.3 Waiver of Jury Trial. THE PARTIES UNDERSTAND THAT BY ENTERING INTO THIS AGREEMENT, BOTH PARTIES ARE GIVING UP A RIGHT TO A JURY TRIAL.

20. Miscellaneous.

20.1 Applicable Law and Venue. This Agreement and any action related to this Agreement will be governed by the laws of the State of Maryland, without regard to the choice or conflicts of law provisions of any jurisdiction. You agree and consent that jurisdiction, proper venue, and the most convenient forums for all claims, actions, and proceedings of any kind relating to the Site or this Agreement will be exclusively in the federal or local courts located in Seattle, Washington.

20.2 Entire Agreement. This Agreement (including all rules, policies, terms, and conditions incorporated herein by reference) constitutes the entire agreement between you and us relating to the subject matter hereof, and supersedes any and all prior agreements, negotiations, or other communications between you and us, whether oral or written, with respect to the subject matter hereof.

20.3 Severability. In the event that any provision of this Agreement is held to be invalid or unenforceable, then: (a) such provision shall be deemed reformed to the extent strictly necessary to render such provision valid and enforceable, or if not capable of such reformation, shall be deemed severed from this Agreement; and (b) the validity and enforceability of all of the other provisions hereof shall in no way be affected or impaired thereby.

20.4 Waiver. No failure or delay in enforcing any provision, exercising any option, or requiring performance shall be construed to be a waiver of that or any other right in connection with this Agreement.

20.5 Assignment. You may not assign, by operation of law or otherwise, any rights or delegate any duties under this Agreement to any third party, including in connection with a merger or change of control, without prior written consent by us. Any purported assignment lacking such consent will be void at its inception. We may assign all or part of its rights and/or delegate all or part of our duties under this Agreement to any party, at any time, and in our sole discretion, upon notice of assignment by posting such notice on the Site.