

## Acceptance of Terms of Use

**Date of Last Revision: June 11, 2013**

**Please read our terms of use carefully before you use this website or our services.**

Welcome to this website (also sometimes referred to as the "Site"). This Site is hosted by Systems Engineering, Incorporated, a North Carolina corporation ("SEI"), in connection with its relationship with the Multiple Listing Service of which you are a member (referred to herein as the "MLS"). SEI and the MLS are sometimes collectively referred to herein as the "Host."

Among other things, through this Site, the Host provides a platform that enables registered users ("User(s)") to access a host of functionalities, consistent with the User's role as a member of the MLS and as a real estate professional.

These Terms of Use (also referred to herein as the "Agreement") govern your use of this Site. By using the Site and/or any tool, function or service of the website, you are indicating you agree to be bound by these Terms of Use as such terms may be modified from time to time. Please read the Terms of Use carefully. These Terms of Use applies to all Users.

SEI provides services to you subject to the notices, terms, and conditions set forth in the Agreement. In addition, when you use any of SEI's services, you will be subject to the rules, guidelines, policies, terms, and conditions applicable to such service, and they are incorporated into the Agreement by this reference. SEI reserves the right to change this Website and the Agreement at any time. **ACCESSING, BROWSING, OR OTHERWISE USING THE WEBSITE INDICATES YOUR AGREEMENT TO ALL OF THE TERMS AND CONDITIONS IN THIS AGREEMENT, SO PLEASE READ THIS AGREEMENT CAREFULLY BEFORE PROCEEDING.**

### 1. Agreement

The content on the Website, including without limitation any text, software, scripts, graphics, photos, sounds, music, videos, interactive features, and the like, and the trademarks, service marks, and logos contained therein (collectively, "Content"), is owned by or licensed to the Host (either SEI or the MLS) and is subject to copyright and other intellectual property rights under United States and foreign laws and international conventions.

This Agreement governs your use of the Website and all of the Host software, tools, functions, products, and services (collectively, the "Services"). By using the Website or any of the Services, you agree to be bound by all of these terms as such terms may be modified by the Host from time to time without notice to you. Please read these Terms of Use carefully and check the Website frequently to stay abreast of any changes or modifications. If you do not agree to be bound by all of these terms, then you may not use the Website. You also must be 18 years of age or older to use the service.

In consideration of the license granted herein below and your use of the Website and the Services, you represent you are of legal age to form a binding contract and you agree to comply

with the Agreement and these Terms of Use.

SEI reserves the right at any time to:

- (a) Change these Terms of Use. Your continued use of the Website and/or any of the Services following any such change will signify your acceptance of such change;
- (b) Change the Services, including eliminating or discontinuing any Content or feature of the Services; and/or
- (c) Modify or terminate the Website with or without notice to you and without liability to you or any third party.

## **2. License**

The Host grants you a personal, non-exclusive, non-transferable, limited, and revocable license to view the Content and Website subject to this Agreement. You may access or use the Website on such software, personal computers, and/or devices as authorized by us or our Content delivery providers.

SEI does not claim ownership of any content you make available via the Services. However, with respect to the content you make available via the Services, you grant the Host a worldwide, royalty-free and non-exclusive license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such content.

## **3. Accuracy of Information**

You represent and warrant that any information that you provide to us will be true, accurate, current and complete, and you have all necessary right, power, and authority to enter into this Agreement and to perform the acts required of you hereunder.

## **4. Third Party Services**

The Website may contain links to third party websites or provide content from third party websites that are not owned or controlled by the Host. The Host has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. By using the Website, you expressly relieve and release the Host and any affiliates from any and all liability arising from your use of any third-party website. Accordingly, we encourage you to be aware of when you are no longer on the Website, and to read the terms and conditions and privacy policy of each other website that you visit.

## **5. Copyright**

YOU SHALL NOT USE THE WEBSITE AND/OR SERVICES TO TRANSMIT, ROUTE, PROVIDE CONNECTIONS TO, OR STORE ANY MATERIAL THAT INFRINGES

COPYRIGHTED WORKS OR IN ANY WAY VIOLATES OR PROMOTES THE

**VIOLATION OF THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.**

SEI will respond expeditiously to all claims of copyright infringement that are reported to SEI. If you are a copyright owner, or are authorized to act on behalf of an owner of the copyright or of any exclusive right under the copyright, and believe that your work has been copied in a way that constitutes copyright infringement, please report your notice of infringement to SEI by providing SEI with the following information:

- (a) Describe the copyrighted work that you believe has been infringed;
- (b) Identify the material on the website that you believe infringes your work, with enough detail so that we may locate it;
- (c) Provide your contact information, including: full name, address, telephone number, and email address;
- (d) Provide a statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- (e) Declare under penalty of perjury that:
  - (i) The information you have provided to us is accurate, and
  - (ii) You are the owner of the copyright interest involved or you are authorized to act on behalf of that owner; and
- (f) Provide your physical or electronic signature.

Upon receiving your notice, SEI may remove the content that you believe infringes your copyright. In addition, SEI may terminate any rights to use this Site of the member who appears to be infringing your intellectual property rights. Please remember it is not SEI's responsibility to monitor such activity.

All claims of copyright infringement on or regarding this Website should be delivered to SEI at

the following addresses:

Systems Engineering, Incorporated  
Attn: Website Copyright Compliance  
P.O. Box 8709  
Greensboro, NC 27419

And to [copyrightinfringement@navicaMLS.net](mailto:copyrightinfringement@navicaMLS.net)

## **6. Digital Millennium Copyright Act**

SEI vigorously protects and respects its own intellectual property rights and those of third parties. Under the terms of the Digital Millennium Copyright Act of 1998 ("DMCA"), SEI has adopted a

formal procedure as described in this policy to manage any claimed copyright violations involving materials made available on the website.

Only the copyright owner or someone specifically authorized to act on behalf of the copyright owner may submit a DMCA notice under the DMCA. If you are the copyright owner or so authorized to act on the owner's behalf, you may submit a DMCA Takedown Notice with respect to any material that you believe has been posted on this website without your consent. In order to be effective such a notice should contain all of the following:

- (a) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (b) Identification of the copyrighted work claimed to have 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 that site;
- (c) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
- (d) Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- (e) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (f) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Regardless of whether our users may be liable for such infringement under local country law or United States law, our response to these notices may include removing or disabling access to material claimed to be the subject of infringing activity and/or terminating subscribers. In the event that materials are taken down as the result of a valid DMCA takedown notice, the original poster of the material may submit a counter notice and a request that the material be re-posted. A valid counter notice under the DMCA will contain the following information:

- (a) A physical or electronic signature of the subscriber;
- (b) An 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; and
- (c) A statement under penalty of perjury that the User has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
- (d) The User's name, address, and telephone number, and a statement that the User consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the

User's address is outside of the United States, for any judicial district in which the service provider may be found, and that the User will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person. Upon any re-posting of the information, the person submitting the initial take down notice may notify us that relief has been sought in the form of a court action seeking an order restraining the infringing activity at which time the information will be taken down pending a decision by that court.

All notices should be submitted in electronic form to:

Systems Engineering Incorporated  
Attn: Website Copyright Compliance  
P.O. Box 8709  
Greensboro, NC 27419

And to [copyrightinfringement@navicaMLS.net](mailto:copyrightinfringement@navicaMLS.net)

We may also document notices of alleged infringement on which we act. Please note that in addition to being forwarded to the person who provided the allegedly infringing content, a copy of this legal notice may be sent to a third party which may publish and/or annotate it.

## **7. Trademarks**

Any product or service names or marks, logos or slogans of SEI or the MLS contained in the website are trademarks and/or service marks of that party and may not be copied, imitated or used, in whole or in part, without the prior written permission of such party. You may not use any metatags or any other "hidden text" or any other name, trademark or product or service name of the Host without our prior written permission. In addition, the look and feel of the Website, including all page headers, custom graphics, button icon and scripts, is the service mark, trademark and/or trade dress of SEI and may not be copied, imitated or used, in whole or in part, without SEI's prior written permission. All other trademarks, service marks, registered trademarks, and service marks, product names and company names or logos mentioned in the Website are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, and supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by us.

## **8. Your Conduct**

You are solely responsible for all of the content you upload, share or copy using the Services and any consequences thereof. You must have the legal right to display each image and all content that you upload or share. Professional images that are provided to you by professional photographers or made available through websites, magazines, books or other resources, are protected by copyright and should not be uploaded, shared or copied using the Services.

You affirm, represent, and warrant that: (i) you own or have all necessary licenses, rights, consents, and permissions to use and authorize the Host to use all patent, trademark, trade secret,

copyright, moral rights, or other proprietary rights in and to any and all such content to enable inclusion and use of the content in the manner contemplated by the Website and these Terms of Use; and (ii) you have the written consent, release, and/or permission of each and every identifiable person in the content to use the name or likeness of each and every such identifiable person to enable inclusion and use of the content in the manner contemplated by the Website and these Terms of Use.

In addition, the actions described below will constitute grounds for blocking your access to the Services and/or removal of posted material without prior notice to you and in the sole discretion of SEI. As conditions of your use of any of the Services, you shall not upload, post, email or otherwise transmit any content that: (a) is unlawful, harmful, threatening, harassing, derogatory, defamatory, obscene, vulgar, invasive of another's privacy, hateful, adult or mature (including without limitation images that contain or depict nudity, regardless of any artistic merit), depicts graphic or gratuitous violence, or is otherwise objectionable; (b) you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as, but not limited to, insider information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); (c) infringes any trademark, trade secret, copyright or other proprietary rights of any party; (d) harms minors in any way, including, but not limited to, Content that violates federal and state child pornography laws, child sexual exploitation laws and laws prohibiting the depiction of minors engaged in sexual conduct; (e) forges headers or otherwise manipulates identifiers in order to disguise the origin of any Content transmitted through the Website; (f) falsely states or otherwise misrepresents you affiliation with any person or entity; (g) is unsolicited commercial email or "spam" or is used for the purpose of engaging in any practice that is in any way connected with "spam"; (h) contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, limit the functionality of, or monitor, or persistently reside in or on any computer software or hardware; or (i) exceeds the scope of the Services you are entitled to receive.

It is not practical for SEI to monitor the content of information passing through its network. SEI exercises no control whatsoever over the content of any information passing through its network and is not responsible for damages customers may suffer for any reason. The persons and organizations, including SEI customers and Users, who publish materials and information which are accessible through the SEI network are solely responsible for the content of such materials and information, and are solely responsible to know and to comply with all laws applicable to the publication of such materials and information. SEI will cooperate with legal authorities in the investigation of any suspected criminal or civil infringements. The services are only to be used for lawful purposes. **Users may not transmit, retransmit or store material in violation of any**

**Federal or state laws or regulations, including but not limited to material which is obscene, indecent or defamatory, or which infringes any trademark rights or copyrights.**

You may not, nor may you permit or assist others to, abuse or fraudulently use SEI products or services, including but not limited to the following activities:

- **Pornography:** It is illegal under Federal child exploitation statutes to possess, produce, receive, transport or distribute by any means, including computer, visual depictions of "sexual intercourse" and/or "sexually explicit conduct" involving children. SEI will not tolerate any use of its products and services surrounding these activities.

- **Denial of Service:** Knowingly engaging in any activities that will cause a denial of service (e.g., synchronized number sequence attacks) to any user, host or network is prohibited.
- **Distribution of Viruses:** Intentional distribution of software that attempts to and/or causes damage or annoyance to persons, data and/or computer systems is prohibited.
- **Email/Message Forging:** Forging any message header, in part or whole, of any electronic transmission, originating or passing through the SEI network is in violation of this Agreement.

• **Email Spamming or Mailbombing:** Transmitting of unsolicited Email to multiple recipients, sending large amounts of Email repeatedly to a person to harass or threaten or attempting to use SEI servers as mail drops or name servers for spam will not be tolerated. Such offenses negatively impact system performance and are an abuse of Internet resources. Each abuse will be billed at \$500 per message/recipient, and may also result in suspension or termination of service.

• **Fraudulent Activities:** Fraud is an intentional misrepresentation or misleading statement, writing or activity made with the intent that the person receiving it will act upon it, or obtaining or attempting to obtain service by any means or device with intent to avoid payment.

• **Hacking or “Spoofing”:** SEI will not tolerate any User or customer attempting to access any computer resource not belonging to that user, or attempting to penetrate security measures of other systems, whether or not the intrusion results in corruption or loss of data.

• **Network Sabotage:** Any use of SEI products and services to interfere with the use of Internet resources or the SEI network by other customers or end-users is prohibited.

• **Pyramid Schemes:** Posting of such scams may result in legal inquiries, suspension and/or termination of service.

• **Unlawful Acts:** Any use of SEI products and services to violate the law or in aid of any unlawful act is strictly prohibited.

• **Usenet Spamming:** Posting of messages to use groups that are irrelevant, blanket posting of messages to multiple newsgroups and the posting of harassing and/or threatening messages will not be tolerated.

I acknowledge that the Logon Name and Password that are assigned to me are unique and highly confidential. I agree that I will keep the Logon Name and Password confidential and that I will not share them with, or otherwise disclose them to, any other person (including another Broker with my firm), nor will I allow another person to access the MLS using my Logon Name and Password. I acknowledge that, upon breach of this nondisclosure obligation, Systems Engineering, Incorporated will have the right to terminate my MLS

access/privileges.

You also agree that you will not (a) link, or attempt to link, the Site to any site offering any images or photographs displaying any nudity; (b) link, or attempt to link, any site offering any images or photographs displaying any nudity to the Site; and/or (c) sell or offer for sale any services of a sexual nature or content through our Shopping cart services.

SEI shall determine in its sole discretion what action, if any, shall be taken in the event of any discovered or reported violation of the above-mentioned terms.

## **9. Equipment and Software**

You agree to provide, at your own expense, Internet access, compatible software, and compatible equipment to access and use the Website. You may need to obtain updates or upgrades from time to time in order to continue using the Website. SEI may modify system requirements or the Host software at any time. THE HOST MAKES NO WARRANTY THAT ANY PARTICULAR COMPUTER, PORTABLE DEVICE, OR OTHER RECORDING DEVICE WILL BE COMPATIBLE WITH THE HOST SOFTWARE OR ANY SERVICE PROVIDED TO YOU, THAT ANY DEVICE USING THE HOST SOFTWARE OR ANY SERVICE WILL FUNCTION, OR THAT THE WEBSITE WILL WORK ON THE EQUIPMENT AND SOFTWARE USED BY YOU.

## **10. Website Content**

SEI does not guarantee the accuracy, integrity or quality of any content. All content provided by a User is the sole responsibility of that User. This means that you, and not SEI, are entirely responsible for all content that you upload, post, email or transmit via the Services and for complying with all applicable federal and state laws, including, without limitation, the copyright laws.

You represent and warrant that any and all display, performance and/or other use of any and all music, images, trademarks, service marks, fonts and all other content and material made available on or through your website does not violate any rights of any third parties, and that you have secured all necessary permission to lawfully display, perform and/or use (and, as applicable, allow others to use) said content and material.

SEI assumes no responsibility for monitoring the Website or Services for inappropriate content or conduct. If at any time SEI chooses, in its sole discretion, to monitor the Website or Services, however, SEI assumes no responsibility for the content, no obligation to modify or remove any inappropriate content, and no responsibility for the conduct of the User submitting any such content



You acknowledge and agree that SEI and its designees shall have the right (but not the obligation), in their sole discretion, to refuse to publish, to remove, or to block access to any content that is available via the Website or the Services at any time, for any reason, or for no reason at all, with or without notice.

Without limiting the foregoing, SEI shall have the right, in its sole discretion and without notice, to remove any content that violates the Terms of Use or is otherwise objectionable, including without limitation, content that contains nudity or is pornographic, offensive, or otherwise unlawful. You warrant that your content does not violate any laws, both international and domestic. Under no circumstances will SEI be liable in any way for any content, including without limitation, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of any content posted, emailed or transmitted via the Services.

The Content on the Website is provided to you AS IS for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited in any manner for any other purposes whatsoever without the prior written consent of the respective owners. SEI reserves all rights not expressly granted in and to the Website and the Content. You agree to not engage in the use, copying, or distribution of any of the Content other than expressly permitted herein, including any use, copying, or distribution of any Content of third parties obtained through the Website for any commercial purposes. You agree not to circumvent, disable, or otherwise interfere with security-related features of the Website or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Website or the Content therein.

You acknowledge and agree that the Services and the software used in connection with the Services contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly permitted herein by SEI, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Services or the software.

## **11. Limitation of Liability and Damages**

YOU EXPRESSLY AGREE THAT THE USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SEI EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. YOU EXPRESSLY AGREE THAT SEI (OR ITS OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AFFILIATES OR SUPPLIERS) WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF BUSINESS OR BUSINESS OPPORTUNITIES, PUNITIVE DAMAGES, OR LEGAL EXPENSES, WHETHER FORESEEABLE OR NOT, FOR ANY REASON.

OCCASIONAL SERVICE OUTAGES MAY OCCUR THAT SEI CANNOT CONTROL. IF ANY OUTAGES OCCUR, SEI WILL WORK TO TRY TO RESTORE SERVICE

PROMPTLY. SEI MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. SEI WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL,

CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR NOT, WHICH MAY RESULT FROM THE UNAVAILABILITY OR MALFUNCTION OF THE WEBSITE AND/OR THE SERVICES. IN NO EVENT WILL SEI OR ITS OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AFFILIATES OR SUPPLIERS HAVE ANY LIABILITY FOR UNAUTHORIZED ACCESS TO, OR THEFT OR DESTRUCTION OF, ANY CONTENT MADE AVAILABLE FOR DISTRIBUTION OR DISPLAY THROUGH THE SERVICES.

YOU UNDERSTAND AND AGREE THAT THE SUBMISSION OF DIGITAL IMAGES TO THE HOST, AND THE UPLOAD/DOWNLOAD OF ANY MATERIAL THROUGH THE SERVICES ARE DONE AT YOUR OWN DISCRETION AND RISK. YOU ARE SOLELY RESPONSIBLE FOR ANY LOSS OR DAMAGE TO YOUR IMAGES, YOUR COMPUTER SYSTEM, OR OTHER DATA THAT MAY RESULT FROM THE UPLOAD/DOWNLOAD OF ANY MATERIAL. YOU ARE SOLELY RESPONSIBLE FOR CREATING BACK-UPS OF YOUR DIGITAL IMAGES. YOU ACKNOWLEDGE AND AGREE THAT THE HOST ACCEPTS NO RESPONSIBILITY OR LIABILITY FOR, AND EMPLOYS NO CONTROL OVER, THE CONTENT OF THE INFORMATION PASSING THROUGH SEI SERVERS, NETWORK HUBS, OR THE INTERNET. ALL SERVICES PERFORMED HEREUNDER ARE PERFORMED "AS IS" AND WITHOUT WARRANTY AGAINST FAILURE OF PERFORMANCE INCLUDING, BUT NOT LIMITED TO, ANY FAILURE DUE TO COMPUTER HARDWARE OR COMMUNICATION SYSTEMS. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE HOST DOES NOT MAKE, AND HEREBY DISCLAIMS, AND YOU HEREBY WAIVE ALL RELIANCE ON, ANY REPRESENTATIONS OR WARRANTIES, ARISING BY LAW OR OTHERWISE, IN REFERENCE TO THE SERVICES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR DEVELOPING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN TRADE

THE FOREGOING LIMITATION OF LIABILITY AND DAMAGES SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

## **12. Indemnification**

You agree to indemnify and hold harmless SEI, its members, affiliates, officers, directors, agents, employees, successors and assigns, from and against any and all claims, demands, liabilities, losses, costs, expenses (including reasonable attorneys' and consultants' fees and court costs), causes of action, or judgments directly or indirectly made by any third party due to or arising out of your use of the Website or Services, your violation of any of these Terms of Use, your violation of any third party right, including without limitation any copyright, property, or privacy right or any claim that any content submitted by you caused damage to a third party. The obligations set forth herein shall survive these Terms of Use and your use of the Website.

## **13. Choice of Law and Arbitration**

This Agreement and the relationship between you and SEI shall be governed by the laws of the State of North Carolina without regard to its conflict of law provisions.

You agree that any dispute arising out of or relating in any way to your use of this Website or the Services requires that such claim be resolved exclusively by binding arbitration. The arbitration shall be conducted by a single arbitrator in Greensboro, North Carolina, U.S.A., in accordance with the rules of the American Arbitration Association ("AAA"). No claims of any other parties

may be joined or otherwise combined in the arbitration proceeding. Unless otherwise expressly required by applicable law, each party shall bear its own attorneys fees without regard to which party is deemed the prevailing party in the arbitration proceeding. Subject to these Terms of Use, the arbitrator shall be authorized to award either party any remedy permitted by applicable law.

BECAUSE THE USE OF THIS WEBSITE REQUIRES THE ARBITRATION OF ANY CLAIMS OR DISPUTES EXISTING BETWEEN US, NEITHER PARTY WILL HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR BEFORE A JUDGE OR JURY OR TO PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, INCLUDING WITHOUT LIMITATION THE RIGHT TO CONDUCT DISCOVERY OR TO APPEAL, MAY BE LIMITED OR UNAVAILABLE IN ARBITRATION.

Should this arbitration agreement be deemed invalid or otherwise unenforceable for any reason, it shall be severed and the parties agree that exclusive jurisdiction and venue for any claims will be in state or federal courts in Greensboro, Guilford County, North Carolina, and you and The Host agree to submit to the personal and exclusive jurisdiction and venue of such courts, and you waive any objections that you might otherwise have thereto.

Notwithstanding the foregoing, in recognition of the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside. If you are a resident of any country outside the United States, you understand and agree that we store and process your information on computers located in the United States, and that by providing any information to SEI, you acknowledge and consent to the transfer of such information to the United States.

## **14. Waiver and Severability of Terms**

SEI's failure to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision or of any other rights or provisions in this Agreement. If a court of competent jurisdiction should find that one or more rights or provisions set forth in this Agreement are invalid, you agree that the remainder of this Agreement shall be enforceable and that the invalid provision shall be enforceable to the fullest extent permitted by law.

## **15. Limitations**

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or in connection with this Agreement which you assert must be commenced within one (1) year after such claim or cause of action arose or be forever barred.

## **16. Section Titles**

The section titles in these Terms of Use are for convenience only and have no legal or contractual effect.

I \_\_\_\_\_  
(Please Print Name)

Of \_\_\_\_\_  
(Please Print Company)

**have received, read and fully understand the above Acceptance of Terms of Use for Navica.**

Signature \_\_\_\_\_ Dated: \_\_\_\_\_