

# Liquidus Listings Feed - Terms

Thank you for choosing to provide data, pictures, and other content about homes you have listed for sale ("Data") to Liquidus Marketing, Inc. ("Liquidus") through one or more data feeds. This document sets forth the terms that apply when the agent, broker, brokerage company, property manager, property management company or data listing aggregator identified below ("you") provide the Data to Liquidus on behalf of yourself or third parties. By providing Liquidus access to Data and by checking the box indicating your acceptance of these Listing Data Feed Terms, you agree to these terms.

1. **License to Data.** You grant Liquidus a nonexclusive, royalty-free license to use, copy, distribute, publicly display and perform, and create derivative works of the Data, only on and in connection with publishing your listing on digital cable television, rich media banner ads and web sites and other properties ("Liquidus Distribution Channels") who have agreed to use Liquidus' Video services. Liquidus will update listings from the ListHub services weekly for publication, therefore, any listings sold or terminated will not appear in the Liquidus Distribution Channels after it has been removed from the data feed. Liquidus reserves its right to choose listings to publish at random unless otherwise agreed to in writing.

In any case, Liquidus will not alter the Data you provide except for format and presentation purposes only. Liquidus may also create derivative works that do not include the Data in identifiable form or for promotional purposes in a contextually relevant manner.

2. **Warranty.** You represent that (a) you have all rights necessary to grant Liquidus the rights in paragraph 1 on behalf of yourself, the brokerage or property management company you represent, or if you are a listing data aggregator, the third parties whose data you aggregate; (b) to the best of your knowledge, the Data is accurate and complete and is consistent with like records you provide to listing or other services; (c) the Data complies with all applicable laws, ordinances, regulations, and licenses; (d) Liquidus' exercise of such license rights will not violate any proprietary or personal right of any third party, including the property owner(s); (e) the Data will not cause injury to another person or entity; and (f) the information provided below is accurate and complete. You further promise to indemnify and defend Liquidus and its affiliates against all claims related to your Data, including breach of any warranty set forth above. If you discover any violation of the warranties above, you will immediately notify Liquidus.
3. **Changes.** Liquidus reserves the right to change these terms upon notice to your contact identified below. Unless you cease providing Data as described in paragraph 4, such changes will apply on and after the effective date in such notice, and your continuing to provide Data to Liquidus will constitute acceptance of and agreement to any such changes. Liquidus may suspend or discontinue its services, including use of the Data, at any time.

4. **Termination.** You may cease providing Data to Liquidus at any time. Liquidus will remove your Data from Liquidus Distribution Channels and delete it from Liquidus's records within five (5) business days of receipt of the Notice of Termination, except that Liquidus will retain a nonexclusive, royalty-free, perpetual license to use, copy, distribute, publicly display and perform, and create derivative works of Basic Data, only as permitted by this Agreement. After termination, paragraphs 2 and 5 will survive with respect to Data already provided to Liquidus, and Liquidus will retain ownership of derivative works created hereunder.
  
5. **Choice of Law; Entire Agreement.** You and Liquidus agree that these terms shall be governed by the laws of the State of Illinois and that jurisdiction and venue for any disputes shall be resolved exclusively in the state or federal courts in Cook County, Washington. These terms constitute the entire agreement between the parties pertaining to the subject matter hereof, and supersede all prior agreements, understandings, negotiations and discussions. This Agreement may be executed upon electronic agreement, and shall be deemed and be enforceable as an original.