

Unlock MLS Subscriber Agreement

This agreement is a binding contract and includes terms limiting your legal rights and Unlock MLS's liability to you. Consult your attorney before signing if you do not understand any of the terms here.

This "Agreement" is made between Austin/Central Texas Realty Information Service dba Unlock MLS ("Unlock MLS") and you ("You" or "Subscriber"). By clicking "I Agree", You agree to the following terms:

DEFINITIONS AND USAGE

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meanings set forth below.

ABOR Website: The web pages located at www.abor.com owned, developed, and maintained by Austin Board of REALTORS® (ABOR) and Unlock MLS.

Client: A Customer with which Subscriber has entered into a professional relationship governed by brokerage or appraisal license law.

Customer: A person or entity to which Subscriber provides services. For purposes of this Agreement, a "Customer" does not include a County Assessment District established under Section 6.01 of the Texas Tax Code or any of its officers, employees, or contractors acting in their capacity of appraising the values of properties for purposes of taxation, but it does include any consumer appealing a property tax assessment by any such County Assessment District.

Firm Participant: The brokerage or appraisal company to which Individual Participants are affiliated and has executed a Participant Agreement with Unlock MLS.

Individual Participant: With regard to each office of Firm Participant, the principal broker or appraiser manager that supervises Subscriber's real estate activities and on whose behalf Subscriber conducts those real estate activities.

Other Participants and Subscribers: All ~~Individual Participants~~ [participants, subscribers](#), and ~~"Subscribers" as defined in users of~~ [Unlock MLS Policies](#) not party to this Agreement, including solely for purposes of this Agreement, ~~non-Party~~ Firm Participants' employees, contractors, salespeople, and assistants (whether licensed or unlicensed as real estate agents or appraisers).

Saved Information: Information that Subscriber stores in the Unlock MLS System for his own later use that is not intended by him/her to be available to Unlock MLS's Other Participants and Subscribers, including client prospect and contact information.

Schedule of Fees: Unlock MLS's document that establishes the fees for Unlock MLS Service.

Subscriber Compilation Contribution or "SCC." All selection, coordination, and arrangement by Subscriber of listing information submitted, contributed, or input in the Unlock MLS System, including the choice, classification, categorization, ordering, and grouping of material or data that is included in the Unlock MLS System. SCC does not include original text or photographs.

Subscriber Contribution: All data that the Subscriber submits, contributes, or inputs in the Unlock MLS System, including text, photographs, images, and other materials, in any form now known or hereafter discovered, except the SCC.

Unlock MLS Affiliates: Unlock MLS Affiliates means Unlock MLS and its officers, directors, employees, agents, representatives, licensors, and shareholders.

Unlock MLS Database: All data available to Subscriber on the Unlock MLS System, including the Subscriber Contribution, Subscriber Compilation Contribution, and all other photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information.

Unlock MLS Policies: Unlock MLS's then current bylaws, rules and regulations, and policies and procedures promulgated by the Unlock MLS or ABOR Board of Directors or their authorized delegates, as amended from time to time; and the ABOR Website Terms of Use located at <https://www.abor.com/terms-of-use> and ABOR Privacy Policy located at <https://www.abor.com/privacy-policy>, each as amended from time to time in ABOR's sole discretion.

Unlock MLS Service: The services Unlock MLS provides to Subscriber under this Agreement, including the Leasing Management Service (as described in Unlock MLS Policies), and similar services Unlock MLS provides to third parties under similar agreements, including any access or license to the Unlock MLS Software, the Unlock MLS Database, and the Unlock MLS System.

Unlock MLS Software: Unlock MLS's proprietary web browser interface(s), including www.matrix.abor.com, to the Unlock MLS System.

Unlock MLS System: The aggregate of all hardware, [software](#), and data connection systems that Unlock MLS maintains, or that Unlock MLS contractors maintain on its behalf, in order to make access to the Unlock MLS Database available to Subscriber.

2. **Usage.** The following usages apply to any interpretation or construction of this Agreement, unless the context clearly indicates otherwise.

(a) Wherever the term "including" is used, it means "including, but not limited to."

(b) The singular and plural numbers and masculine, feminine, and neuter genders of words are interchangeable.

(c) Wherever the term "law" is used, it means all statutes, regulations, and common law, both state and federal, as they are amended. Without limiting the generality of the foregoing, "law" expressly includes all state and federal fair housing statutes and regulations.

Unlock MLS'S OBLIGATIONS

3. Unlock MLS shall provide one unique user ID and password to Subscriber. Unlock MLS may require you to change your password at any time. The user ID and password will provide Subscriber access to all data and functions in the Unlock MLS Service to which Subscriber is entitled under the Unlock MLS Policies. Unlock MLS makes no warranties, however, that the Unlock MLS Service will be available at all times. Unlock MLS may use a third party contractor, determined in Unlock MLS's sole discretion, to facilitate its responsibilities under this Agreement.

SUBSCRIBER ACKNOWLEDGMENTS

4. **Modifications to service.** Unlock MLS may, but is not required to, modify the Unlock MLS Service, including removing information and making additional information available, and adding and removing system functions. Certain products and services made available in conjunction with the Unlock MLS Service may be subject to agreements other than this Agreement and may require payment of additional fees.

5. **Editorial control.** Unlock MLS is not required to, and assumes no responsibility to, review, edit, or exercise editorial control over the Unlock MLS Database or the Subscriber Contribution; use of either is subject to the exclusions of warranties and limitations of liabilities set forth in this Agreement. The foregoing notwithstanding, Unlock MLS may take any steps necessary in its judgment, including deleting the Subscriber Contribution or portions thereof, to avoid or remedy any violation of law, breach of the Unlock MLS Policies or infringement of intellectual property rights. Additionally, Unlock MLS shall have the right to alter and/or remove metadata and copyright management information contained in the Subscriber Contribution.

6. **Conditions of service.** Subscriber must be affiliated with Individual Participant and Firm Participant at all times during the term of this Agreement. Subscriber may enter and retrieve active listing information on the Unlock MLS Service only if Firm Participant ~~offers compensation to and accepts compensation from other principal brokers-meets the qualifications in the Unlock MLS Policies.~~ Subscriber will comply with the Unlock MLS Policies at all times. Additionally, Subscriber will comply with all applicable laws, statutes, ordinances and regulations in performance of their obligations under this Agreement, including the Fair Housing Act (42 U.S.C. §3601 et. seq.) and the Americans with Disabilities Act (42 U.S.C. §12101 et. seq.).

7. **Saved Information.** Saved Information may not always be available to Subscriber and may become available to unauthorized persons. Unlock MLS is not liable for unauthorized access to or loss of Saved Information. Subscriber is responsible for retention of any information that may be necessary to reconstruct Saved Information if it is lost or destroyed.

8. **Disclosure to third parties.** Unlock MLS reserves the right to distribute to third parties certain information about Subscriber, including Subscriber's name and business address, phone number and email address. Unlock MLS reserves the right to distribute to third parties aggregated information about Subscriber's, Firm Participant's and Other Participants' and Subscribers' use of the Unlock MLS Service, but not about Firm Participant's or Subscriber's use specifically unless required by law.

9. **Priority of agreements.** Subscriber's access to the Unlock MLS Service is subject at all times to the limitations set out in the Unlock MLS Policies and the Participant Agreement between Unlock MLS and Firm Participant. In the event of an apparent conflict between those documents and this Agreement, Subscriber's obligations and rights shall be determined, in order of precedence, by the Unlock MLS Policies, the Firm Participant Agreement between Unlock MLS and Firm Participant, and by this Agreement.

10. **IDX and VOW data access subject to separate agreement; third-party TOU.** Subscriber acknowledges that access to Unlock MLS's IDX or VOW database and data feeds can occur only ~~subject to~~upon execution of a separate written agreement between Unlock MLS and Subscriber, as applicable. Subscriber acknowledges that access to third-party software offered via Unlock MLS Services may be subject to separate third-party terms of use ("Other TOUs"). For the avoidance of doubt, Subscriber shall be subject to the terms and conditions of this Agreement as well as any Other TOUs for those products and services to which they apply.

SUBSCRIBER'S OBLIGATIONS

11. **Unlock MLS Policies; Use limited; Compensation.** Firm Participant agrees to be bound by Unlock MLS Policies. Subscriber shall use the Unlock MLS Service solely for the purpose of serving Clients and Customers in selling, listing, leasing, valuing, and appraising real estate strictly as permitted by the Unlock MLS Policies. Except as expressly provided in this Agreement and the Unlock MLS Policies, Subscriber shall not copy, create derivative works of, distribute, perform, or display the Unlock MLS Service or any part of it. Subscriber acknowledges the following statements and may not communicate with any consumer in any manner that contradicts any of the following statements or brings them into doubt:

(a) A broker's compensation and fees for services are not set by law and are fully negotiable.

(b) A broker's compensation for services rendered to a seller or for services rendered to a buyer is solely a matter of negotiation between the broker and their client, and is not fixed, controlled, recommended, or maintained by any persons not a party to the brokerage service agreement.

(c) The compensation paid by a listing broker to a cooperating broker in respect to any listing is established by the listing broker and/or seller and is not fixed, controlled, recommended, or maintained by any persons other than the listing broker and/or seller.

12. **Confidentiality.** Subscriber shall maintain the confidentiality of its user ID and password and the Unlock MLS Database. ~~Subscriber shall and~~ not provide its ID and password to any third party. To maintain the confidentiality of all user IDs, passwords, the Unlock MLS Database, and the Unlock MLS System, Subscriber shall take the greater of reasonable care or the care it takes to protect its own confidential information. Subscriber shall not make any user IDs, passwords, the Unlock MLS Database, or the Unlock MLS System available to any third party, including without limitation affiliates, franchisors, ~~and~~ subsidiaries, or Other Participants and Subscribers unless expressly authorized to do so under this Agreement or the Unlock MLS Policies. Failure to comply with this provision will result in a significant fine, as set forth in the Unlock MLS Policies. Subscriber may disclose ~~information~~ confidential information under this Agreement if, and to the extent, the order of a court or other tribunal with jurisdiction requires disclosure; provided however, Subscriber first gives reasonable notice to Unlock MLS to permit Unlock MLS to seek a protective order.

13. **Equipment.** Subscriber shall acquire or provide and maintain all personal computers, modems, data connections, and computer software, other than the Unlock MLS Software, necessary for Subscriber's use of the Unlock MLS Service.

14. **Subscriber Contribution.** When making a Subscriber Contribution to the Unlock MLS Service, Subscriber warrants that the information submitted complies with all applicable laws, statutes, ordinances and regulations and the Unlock MLS Policies in all respects, including with regard to (a) required data fields; (b) format of submission; (c) permitted and required listing types; and (d) procedures for submission. Subscriber warrants that the Subscriber Contribution does not infringe or violate any patents, copyrights, trademarks, trade secrets or other proprietary rights of any third party; and that there is no claim, litigation, or proceeding pending or threatened with respect to the Subscriber Contribution.

INTELLECTUAL PROPERTY

15. **Subscriber assignment or license.** Depending on the election Firm Participant has made in Section 21 of the Participant Agreement between Firm Participant and Unlock MLS, the following shall apply:

(a) If Firm Participant has selected Option I, Subscriber hereby unconditionally assigns to Unlock MLS all right, title and interest in the Subscriber Contribution, including, without any limitation, any copyrights therein under U.S. and international copyright law. To the extent that Subscriber has also purported to assign its interests in the Subscriber Contribution to Firm Participant, the assignment in this paragraph is null and void. To the extent that Subscriber does not possess the rights to permit the foregoing assignment, Subscriber hereby grants to Unlock MLS a non-exclusive, perpetual, world-wide, transferable, royalty-free license to reproduce, prepare derivative works of, distribute, display, perform and license (including sublicenses through multiple tiers) the Subscriber Contribution.

(b) If Firm Participant has selected Option II, Subscriber hereby grants to Unlock MLS a non-exclusive, perpetual, world-wide, royalty-free license to reproduce, prepare derivative works of, distribute, display, perform and license (including sublicenses through multiple tiers) the Subscriber Contribution and those portions of the Unlock MLS Database relating to Subscriber's listings.

16. **Warranty.** Subscriber warrants that it has the authority to make the assignment in Paragraph 16. Subscriber warrants that (a) the Subscriber Contribution does not infringe on the copyright or other intellectual property rights of any third party; and (b) Subscriber has the written consent of any party necessary to provide the Subscriber Contribution to Firm Participant ~~and~~ Unlock MLS.

17. **Other terms.** Consistent with the Unlock MLS Policies that establish Unlock MLS as the owner of compilation of the Unlock MLS Database, the SCC shall be a work made for hire by Subscriber for the benefit of Unlock MLS, which shall be deemed the SCC's author for purposes of copyright law. If for any reason the SCC cannot be provided as a work made for hire, Subscriber agrees to assign and hereby does assign to Unlock MLS all right, title, and interest in the PCC including, without limitation, any copyrights therein under United States and international copyright law. Unlock MLS hereby grants Subscriber a license to use the Unlock MLS Software and the Unlock MLS Database during the term of this Agreement, subject to the permission of Firm Participant and according to the terms of the Unlock MLS Policies. All other uses are prohibited.

FEES AND PAYMENT TERMS

18. **Applicable fees.** Subscriber shall pay the fees set forth in Unlock MLS's published Schedule of Fees, which Unlock MLS may amend at any time subject to the terms of Paragraph 23.

19. **Payment terms.** Subscriber shall pay the fees and other amounts according to the terms set out in the Unlock MLS Policies and Schedule of Fees.

20. **No refunds.** Unlock MLS need not refund or pro-rate fees in the event of termination or suspension of this Agreement unless the Unlock MLS Policies provide otherwise. Initiation or set-up fees, if any, are not refundable.

21. **Taxes.** All fees for the Unlock MLS Service are exclusive of federal, state, municipal or other governmental excise, sales, value-added, use, personal property and occupational taxes, excises, withholding obligations and other levies now in force or enacted in the future and, accordingly, Subscriber shall pay all such taxes and levies other than any tax or levy on the net income of Unlock MLS.

22. **Fee increases.** Unlock MLS may amend the Schedule of Fees at any time at its sole discretion. Unlock MLS shall provide written notice to Subscriber at least thirty days in advance of the effective date of any fee increase. If Subscriber objects to the increase, Subscriber may terminate this Agreement by written notice to Unlock MLS at any time before the effective date of the increase.

23. **Fines.** Unlock MLS may collect fines from Subscriber and from Firm Participant on Subscriber's behalf for violation of the Unlock MLS Policies. Payment terms for fines are set out in the Unlock MLS Policies. Unlock MLS may amend its schedule of fines and terms for collecting them at its sole discretion at any time.

TERM AND TERMINATION

24. **Term.** This Agreement shall commence when you click "I Accept" set forth below and shall continue thereafter on a month-to-month basis until terminated.

25. **Termination for breach.** Unlock MLS may terminate this Agreement with notice if Subscriber fails to comply with the terms of this Agreement or of the Unlock MLS Policies.

26. **Termination of Participant.** In the event of any termination ~~of Firm Participant's Participant Agreement, all affiliated subscriber licenses and access agreements, including this Subscriber Agreement, will automatically terminate. In the event of any~~ suspension of ~~Firm Participant's~~ Participant Agreement, upon Unlock MLS notice to Subscriber, Unlock MLS may in its sole discretion suspend Subscriber access to Unlock MLS System ~~or terminate Subscriber license and access agreements, including this Agreement.~~ If Unlock MLS does not exercise its right to suspend Subscriber access to the Unlock MLS System ~~or terminate this Agreement,~~ this Agreement shall continue in full force, ~~and the~~ The subparagraph of Section ~~4615~~ of this Agreement in effect at the time of the termination or suspension of ~~the~~ Firm Participant's Participant Agreement shall be binding on the parties to this Agreement for its duration.

27. **Termination for failure to pay.** In the event Subscriber fails to pay any fees required under this Agreement, Unlock MLS may terminate service without being subject to arbitration. In its sole discretion, Unlock MLS may suspend its performance under this Agreement rather than terminating it, in the event that Subscriber fails to pay any fees required under this Agreement.

28. **Termination for convenience.** Either party may terminate this Agreement upon ninety days' written notice to the other party. Subscriber may not terminate this Agreement so long as Subscriber remains affiliated with Individual Participant for which Firm Participant is responsible subject to a Participant Agreement with Unlock MLS, except as otherwise permitted under Unlock MLS Policies.

29. **Events upon termination.** Promptly upon any termination of this Agreement, (a) Unlock MLS shall deactivate Subscriber's applicable user ID and password issued pursuant this Agreement, and Subscriber shall have no further access to the Unlock MLS Service; (b) Subscriber shall purge all copies of the Unlock MLS Software and the Unlock MLS Database from Subscriber's personal computers and other electronic device and internal or external (including cloud) storage; (c) all licenses granted hereunder shall immediately terminate, except the license to the Subscriber Contribution in Paragraph 16(b) and (d) Subscriber will not be permitted to be affiliated with Firm Participant or any other participant of Unlock MLS unless a new subscriber agreement between Subscriber and Unlock MLS is executed.

DISCLAIMER, LIMITATION OF LIABILITY, AND INDEMNIFICATION

30. **DISCLAIMER OF WARRANTIES.** UNLOCK MLS PROVIDES THE UNLOCK MLS SERVICE AND ALL COMPONENTS OF IT ON AN "AS IS," "AS AVAILABLE" BASIS. USE OF THE UNLOCK MLS SERVICE AND THE INFORMATION AVAILABLE THROUGH THE UNLOCK MLS SERVICE ARE AT

THE SOLE RISK OF SUBSCRIBER. THE UNLOCK MLS AFFILIATES DO NOT WARRANT THAT THE UNLOCK MLS SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, AND THE UNLOCK MLS AFFILIATES MAKE NO WARRANTY AS TO THE ACCURACY, COMPLETENESS, CURRENCY, OR RELIABILITY OF ANY INFORMATION AVAILABLE THROUGH THE UNLOCK MLS SERVICE. THE UNLOCK MLS AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO THE UNLOCK MLS SERVICE AND THE INFORMATION AVAILABLE THROUGH THE UNLOCK MLS SERVICE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The Unlock MLS Service may contain [third party content, including](#) hyperlinks to web sites operated by parties other than Unlock MLS; Unlock MLS does not control such [third party content, including](#) web sites, is not responsible for their contents, does not endorse the sites or contents, and may have no relationship with the [third party content providers, including any web sites'](#) operators.

31. LIMITATIONS AND EXCLUSIONS OF LIABILITY. NONE OF THE UNLOCK MLS AFFILIATES SHALL BE LIABLE TO SUBSCRIBER OR ANYONE ELSE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE UNLOCK MLS SERVICE, INCLUDING RELIANCE BY SUBSCRIBER ON ANY INFORMATION OBTAINED THROUGH USE OF THE UNLOCK MLS SERVICE; MISTAKES, OMISSIONS, DELETIONS OR DELAYS IN TRANSMISSION OF SUCH INFORMATION; INTERRUPTIONS IN DATA CONNECTIONS TO THE UNLOCK MLS SERVICE; AND VIRUSES OR FAILURES OF PERFORMANCE; WHETHER CAUSED IN WHOLE OR PART BY NEGLIGENCE, ACTS OF GOD, DATA CONNECTION FAILURE, OR THEFT OF, DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO THE UNLOCK MLS SERVICE AND RELATED INFORMATION, RECORDS AND PROGRAMS.

32. MAXIMUM AGGREGATE LIABILITY. IN NO EVENT SHALL UNLOCK MLS BE LIABLE TO SUBSCRIBER FOR ANY AMOUNT IN EXCESS OF THE GREATER OF (A) THE FEES FIRM PARTICIPANT, INDIVIDUAL PARTICIPANT, OR SUBSCRIBER HAS PAID UNLOCK MLS, IF ANY, IN THE YEAR IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO ANY CLAIM FOR DAMAGES; OR (B) \$100.

33. Indemnification. Subscriber shall defend, indemnify and hold the Unlock MLS Affiliates and Other Participants and Subscribers harmless from and against any and all liability, damages, loss or expense (including reasonable fees of attorneys and other professionals) in any claim, demand, action or proceeding initiated by any third-party against any of the Unlock MLS Affiliates or Other Participants and Subscribers arising from any acts of Subscriber, including (a) putting inaccurate information into the Unlock MLS Service; (b) making unauthorized use of Subscriber's password; (c) making unauthorized use of the Unlock MLS Database; (d) infringing any proprietary or contract right of any third party; (e) breaching any term of this Agreement; and (f) violating this or any other [Agreement](#) or any law.

34. Acknowledgment. Subscriber acknowledges that Unlock MLS has set its fees and other charges in reliance on the disclaimers of warranty and limitations and exclusions of liability set forth in this Agreement and that the same form an essential basis of the bargain between the parties.

DISPUTES AND REMEDIES

35. Injunctive relief. Subscriber acknowledges and agrees that the Unlock MLS Software and Unlock MLS Database are confidential and proprietary products of Unlock MLS and that in the event there is an unauthorized disclosure of them by Subscriber, no remedy at law will be adequate. Subscriber therefore agrees that in the event of such unauthorized disclosure of Unlock MLS Software or Unlock MLS Database, Unlock MLS may obtain injunctive relief or other equitable remedies against Subscriber in addition to all available remedies at law, without any showing of actual damages or posting any bond or security of any kind.

36. Dispute resolution. In the event Unlock MLS claims that Subscriber has violated the Unlock MLS Policies, Unlock MLS may, at its option, resolve such a claim according to the disciplinary procedures set out in the Unlock MLS Policies, provided MLS does not also base a claim that Subscriber has breached this Agreement on the same facts. Subscriber acknowledges that Unlock MLS Policies may limit Firm Participant's legal rights with regard to disputes with other customers of Unlock MLS. Except as provided in this paragraph and in Paragraph 28, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered agreement of the parties or, lacking agreement, by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, including the Expedited Procedures where applicable, the Optional Procedures for Large Complex Commercial Disputes where applicable, and the Optional Rules for Emergency Measures of Protection (collectively, the "Arbitration Rules"). Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction over the parties. Unless all parties to the dispute agree otherwise, any arbitration hearing or proceeding hereunder shall be held in Travis County, Texas, except that it may be held by telephone or video conference where the Arbitration Rules expressly so permit. Subscriber agrees to submit any disputes or claims under this Agreement not subject to arbitration to the jurisdiction and venue of the state and federal courts sitting in Travis County, Texas.

37. Liquidated damages. Subscriber acknowledges that damages suffered by Unlock MLS from access to the Unlock MLS Service by an unauthorized third party as a result of disclosure of Subscriber's password or an unauthorized disclosure by Subscriber of the Unlock MLS Database to a third party would be speculative and difficult to quantify. Accordingly, as a material inducement to Unlock MLS to enter into this Agreement with Subscriber, Subscriber agrees that (a) in the event that any disclosure of Subscriber's password results in access to the Unlock MLS Service by an unauthorized third party, regardless of whether such disclosure is intentional, negligent or inadvertent, Subscriber shall be liable to Unlock MLS for liquidated damages in the amount of \$5,000 (or the amount established in the Unlock MLS Policies, whichever is greater) and termination of this Agreement; and (b) in the event that Subscriber makes unauthorized disclosure of any portion of the Unlock MLS Database to any third party, Subscriber shall be liable for liquidated damages in the amount of \$5,000 (or the amount established in the Unlock MLS Policies, whichever is greater) for each real estate listing disclosed and termination of this Agreement.

38. Legal fees. In the event of legal action or arbitration between Unlock MLS and Subscriber, on account of or in respect to this Agreement, the prevailing party in such action or arbitration shall be entitled to recover its reasonable attorneys' fees, costs and expenses incurred in such action or arbitration.

MISCELLANEOUS

39. No third-party beneficiaries. This Agreement is entered into solely between, and may be enforced only by, Unlock MLS and Subscriber, and this Agreement shall not create or be construed to create any rights in any home owner, home seller, home purchaser, board or association (other than ABOR Unlock MLS's parent organization), or other third party.

40. Interpretation and amendment. Subscriber expressly consents to the execution of amendments by electronic means (such as web site "click through" agreements). Unlock MLS may amend this [agreement](#) by providing [30](#) days' advance notice of the amendment to Subscriber. If Subscriber continues to use the Unlock MLS Service or Unlock MLS Database after the expiration of the [30](#)-day notice period, Subscriber will be deemed to have

agreed to the terms as amended. Except as provided in this paragraph, this Agreement may not be amended except by written instrument executed by both parties.

41. **Assignment.** Neither this Agreement nor any obligations or duties hereunder may be assigned or delegated by Subscriber. Any purported assignment or delegation in contravention of this section is null and void.

42. **Integration and severability.** This Agreement contains the entire understanding of the parties and supersedes all previous oral and written agreements on the subject hereof. In the event of any dispute regarding the interpretation of the terms of this Agreement, it shall not be construed for or against any party on the grounds that the Agreement was prepared by any one of the parties. Each provision of this Agreement is severable from the whole, and if one provision is declared invalid, the other provisions shall remain in full force and effect. The foregoing notwithstanding, if any provision of Paragraph 31 through 35 is declared invalid or unenforceable by any court of competent jurisdiction, this Agreement and Subscriber's access to the Unlock MLS Service shall immediately terminate.

43. **Governing law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas applicable to contracts made and performed in Texas, without regard to its conflicts of law and choice of law provisions.

44. **Notice.** Any notice required or permitted to be given under this Agreement shall be in writing and delivered via (a) U.S. Mail, postage paid and return receipt requested; (b) express mailing service with confirmation of receipt; (c) facsimile transmission, provided sender obtains confirmation of transmission; or (d) electronic mail, provided sender requests a return receipt. All notices are effective on the date of receipt or three days after transmission, whichever is earlier.

Having read this Agreement, You assent to its terms by clicking "I Agree" where indicated below.