

Effective November 1, 2020

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4. Disclaimer. THE CONTENT ON THE SITE IS PROVIDED “AS IS” AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ARIZONA REALTORS® DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT OF INTELLECTUAL PROPERTY, SECURITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ARIZONA REALTORS® DOES NOT WARRANT OR GUARANTEE THE ACCURACY, AVAILABILITY, RELIABILITY, ACCESS TO OR UNINTERRUPTED AND ERROR FREE OPERATION OF THE SITE OR THE CONTENT.

5. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE ARIZONA REALTORS® BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, ANY DIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, LOSS OF PROFITS, CONTENT, DATA OR PROGRAMS ARISING FROM THE USE, INABILITY TO USE, OR RELIANCE ON THE SITE OR FROM ANY INFORMATION OR CONTENT DISPLAYED, UPLOADED TO OR DOWNLOADED FROM THE SITE..

6. Modification of Agreement. The Arizona REALTORS® reserves the right, in its sole discretion, to modify or revise this Agreement at any time without giving notice. Your continued use of the Site after such changes will indicate your acceptance of such changes.

7. Suspension or Termination of Access. The Arizona REALTORS® reserves the right, in its sole discretion, to suspend or terminate a User’s access to the Site for any reason, including but not limited to, a User’s breach of this Agreement.

8. Indemnification. User agrees to defend, indemnify and hold harmless the Arizona REALTORS® from all actions, liabilities, losses, claims, damages, costs, and expenses including but not limited to reasonable attorneys’ fees, resulting from the User’s violation of any term of this Agreement or alleged illegal use of this Site.

9. Reservation of Rights. All rights not expressly granted or addressed herein are reserved by the Arizona REALTORS®.

10. Choice of Law; Jurisdiction and Arbitration. This Agreement shall be governed in accordance with the laws of the State of Arizona, excluding its conflict of law principles. All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the County of Maricopa, State of Arizona. An award of arbitration may be confirmed in a court of competent jurisdiction. You hereby waive any objection you may have in any such action based on lack of personal jurisdiction, improper venue or inconvenient forum.

11. Class Action Waiver. WHERE PERMITTED UNDER THE APPLICABLE LAW, IT IS AGREED THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN

THE PARTY'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR CONSOLIDATED ACTION.

12. Ownership of Site and Content. All right, title and interest in and to the Site and Content belong solely and exclusively to the Arizona REALTORS® and/or any third party owner of particular Content. The Site and the Content are protected by applicable federal, state and local laws, including but not limited to copyright and trademark laws.

13. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, then such provision shall be deemed severable from the remainder of this Agreement, and the remaining provisions shall continue in full force and effect. You may not assign, transfer or sublicense any or all of your rights or obligations under this Agreement, in whole or in part, without the Arizona REALTORS® express prior written consent. The Arizona REALTORS® may assign, transfer or sublicense any or all of its rights or obligations under this Agreement without restriction. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default.