

# Sanibel & Captiva Islands Association of REALTORS®, Inc.

## Participant Data Access Agreement

This **AGREEMENT** is made and entered into by Sanibel & Captiva Islands Association of REALTORS®, Inc. (“**SCIAR**”), with offices at 2353 Periwinkle Way, Suite 201, Sanibel, Florida 33957; the real estate brokerage firm identified as “**Firm**” on the signature page below (“**Firm**”); the Agents affiliated with Firm that are identified on the signature page and in Exhibit A, if any (collectively the “**Agent Party**”); and the individual or business association identified as “**Consultant**” on the signature page below, if any (“**Consultant**”).

### DEFINITIONS

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

**Agent:** Any person holding a real estate license in Florida who is not a Participant but who is subject to a Participant’s supervision under the laws of Florida.

**AVM:** An automated valuation model or similar service using mathematical modeling combined with SCIAR Data and possibly other data, provided it can fairly be characterized as a valuation of real property, and only to the extent permitted by the SCIAR Policies. An AVM need not include any human judgment or analysis. “AVM” includes broker price opinions (BPOs) and comparative (or comparable) market analyses (CMAs) to the extent they satisfy this definition.

**Confidential Information:** “Confidential Information” means information or material proprietary to a party or designated “confidential” by the party and not generally known to the public that the other parties may obtain knowledge of or access to as a result of this Agreement. Confidential Information includes, but is not limited to, the following types of information (whether in oral, visual, audio, written or other form): (a) all SCIAR Data, except to the extent to which this Agreement and the SCIAR Policies permit its disclosure; (b) IP addresses, access codes and passwords; (c) any information that SCIAR obtains from any third party that SCIAR treats as proprietary or designates as Confidential Information, whether or not owned or developed by SCIAR; (d) any information designated as confidential or private by any applicable state, federal, local or other law, regulation or directive; and (e) any claims and evidence presented by any party in any arbitration under this Agreement. Confidential Information does not include information that is or becomes publicly available by other than unauthorized disclosure by the receiving party; independently developed by the receiving party; received from a third party who has obtained and disclosed it without breaching any confidentiality agreement; or already possessed by the receiving party at the time of its disclosure.

**Data Interface:** The transport protocols and data storage formats provided by SCIAR for use by Firm, Agent Party, and Consultant; SCIAR may modify the Data Interface in its sole discretion from time to time.

**Firm AVM:** Use and display of portions of the SCIAR Data by Firm for AVM purposes subject to the provisions of Exhibit B of this Agreement.

**Firm-Related Persons:** Consultant, if any, and employees of Firm who are not Agents or broker/managers.

**Firm Internal Use:** Any use of those portions of the SCIAR Data relating to Firm’s own listings; and any use of those portions of the SCIAR Data relating to listings of Participants other than Firm that exposes SCIAR Data only to Firm-Related Persons and to Agents affiliated with Firm, subject to the SCIAR Policies.

**IDX:** Use and display of portions of the SCIAR Data under the IDX provisions of the SCIAR Policies.

**Mobile Applications:** Any displays of IDX data authorized by SCIAR Policies and listed in Exhibit A that are not web sites. “Mobile Applications” does not include mass media display of SCIAR Data.

**Participant:** This term has the meaning given to it in the SCIAR Policies. For purposes of this Agreement, “Participant” does not apply to participants of MLSs other than SCIAR. Where applied in this Agreement to Participants other than Firm, “Participant” also includes Agents affiliated with those Participants for whom the Participants are responsible under the laws of the State of Florida.

**SCIAR Data:** Data relating to real estate for sale, previously sold, or listed for sale, and to SCIAR Participants (including text, photographs, and all other data formats now known or hereafter invented) entered into SCIAR’s databases by SCIAR Participants and SCIAR, or on their behalf.

**SCIAR Policies:** SCIAR’s Rules and Regulations, as amended from time to time, and any operating policies promulgated by SCIAR.

**Second Level Domain:** “Second Level Domain” has the meaning given to it in this paragraph. “**URL**” means a web address, including the “http://” and any material appearing after a slash in the address. “**Domain Name**” means a URL, less the “http://” and any material appearing to the right of the next slash (“/”) in the address. (So for example, in the URL “Http://janesmith.abcrealty.com/homepage.html”, the Domain Name is “JANESMITH.ABCREALTY.COM”). “**Top Level Domain**” means the portion of the Domain Name to the right of the right-most period. (In the example, “COM”). “**Second Level Domain**” means that portion of a domain name to the left of the right-most period, up to the second period from the right, if any, plus the Top Level Domain. (In the example, “ABCREALTY.COM”). “**Third Level Domain**” means that portion of a domain name to the left of the second period from the right, if any, up to the third period from the right, if any, plus the Second Level Domain. (In the example, “JANESMITH.ABCREALTY.COM”).

**VOW:** Use and display of portions of the SCIAR Data under the Virtual Office Website (VOW) provisions of the SCIAR Policies.

### SCIAR’S OBLIGATIONS

2. SCIAR grants to Firm and Agent Party a non-exclusive, world-wide license to make copies of, display, perform, and make derivative works of the SCIAR Data, during the term of this Agreement, only to the extent expressly permitted by and subject at all times to the terms and restrictions of this Agreement; any other use of the SCIAR Data is hereby prohibited. All licenses hereunder shall terminate upon the termination of this Agreement. This Agreement is a non-exclusive license, and not a sale, assignment, or exclusive license. SCIAR retains all rights not expressly granted herein.

3. SCIAR agrees to provide to Firm, Agent Party, and Consultant, during the term of this Agreement, (a) access to the SCIAR Data via the Data Interface under the same terms and conditions SCIAR offers to other SCIAR Participants; (b) seven days’ advance notice of changes to the Data Interface; and (c) seven days’ advance notice of changes to the SCIAR Policies. SCIAR does not undertake to provide technical support for the Data Interface or the SCIAR Data. The Data Interface, together with access to the SCIAR Data, may from time-to-time be unavailable, whether because of technical failures or interruptions, intentional downtime for service or changes to the Data Interface, or otherwise. Any interruption of access to the Data Interface or SCIAR Data shall not constitute a default by SCIAR under this Agreement.

### FIRM’S OBLIGATIONS

4. Firm and Agent Party shall comply with the SCIAR Policies at all times. In the event of any perceived conflict between the SCIAR Policies and this Agreement, the SCIAR Policies shall govern.

5. Firm and Agent Party shall use the SCIAR Data obtained under this Agreement for Firm Internal Use, IDX, VOW, and Firm AVM use only. Any other use is strictly prohibited. Firm and Agent Party shall not make the SCIAR Data or the Confidential Information available to any third party

unless expressly authorized to do so under this Agreement. Firm and Agent Party may display the SCIAR Data on web sites and Mobile Applications only to the extent permitted by the SCIAR Policies and then only on a site or sites resident at the second-level and third-level domain(s) and Mobile Applications indicated on the signature page and in Exhibit A of this Agreement. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

6. Firm and Agent Party acknowledge that ownership and use rights relating to copyrights in the SCIAR Data are defined in the SCIAR Policies or in the terms of the participant and subscriber agreements between SCIAR Firm and Agent Party, or both. Firm and Agent Party shall not challenge or take any action inconsistent with SCIAR's ownership of or rights in the SCIAR Data. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

7. If SCIAR notifies Firm or Agent Party of a breach of the SCIAR Policies or this Agreement and Firm or Agent Party does not immediately cure the breach, Firm and Agent Party shall hold Consultant harmless from any liability arising from Consultant's cooperation with SCIAR under Paragraph 10.

8. Firm and Agent Party shall pay the fees, if any, that SCIAR customarily charges other SCIAR Participants for data access. Firm and Agent Party acknowledge receipt of SCIAR's current schedule of such fees, if any. SCIAR may in its sole discretion establish or modify its schedule of fees upon 30 days' written notice to Firm and Agent Party. Firm and Agent Party shall be liable for all costs, including reasonable attorney fees, associated with collecting amounts due under this Agreement.

9. Firm is surety for Agent Party's and Consultant's obligations under this Agreement. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

## CONSULTANT'S OBLIGATIONS

10. Consultant shall immediately correct any breach of this Agreement or violation of the SCIAR Policies within its control, whether committed by Firm, Agent Party, or Consultant, upon notice from SCIAR.

11. Consultant acknowledges that (as among the parties to this Agreement) Firm and SCIAR possess all right, title, and interest in all copyrights in the SCIAR Data. Consultant shall not challenge or take any action inconsistent with SCIAR's and Firm's ownership of or rights in the SCIAR Data. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

12. Consultant shall not make the SCIAR Data or the Confidential Information available to any third party, except on behalf of Firm and Agent Party and in a manner consistent with Firm's and Agent Party's obligations under Paragraphs 4 through 9 of this Agreement; nor shall it make any other use of the SCIAR Data, whether commercial or personal. **In the event that Consultant provides services to Participants other than Firm (or to Agents affiliated with Firm other than the Agent Party), Consultant must enter separate contracts with SCIAR. Consultant must ascertain, using the Data Interface on a daily basis, that each Participant to which Consultant provides services remains an eligible Participant; and in the case of Agents, that each Agent Party remains affiliated with Firm. Failure to comply with the provisions of this paragraph, will result in SCIAR terminating all of Consultant's access to the SCIAR Data under this Agreement and all similar agreements.** The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

13. Consultant warrants that any effort or use of the SCIAR Data will not constitute patent infringement of any third party. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

14. Consultant shall pay the fees, if any, that SCIAR customarily charges other consultants for data access. Consultant acknowledges receipt of SCIAR's current schedule of such fees, if any. SCIAR may in its sole discretion establish or modify its schedule of fees upon 30 days' written

notice to Consultant. Consultant shall be liable for all costs, including reasonable attorney fees, associated with collecting amounts due under this Agreement.

15. Consultant is surety for Firm's and Agent Party's obligations to pay fees under Paragraph 8. The provisions of the preceding sentence shall survive the expiration or other termination of this Agreement in perpetuity. Consultant shall notify SCIAR within five business days of any change to the information relating to it in this Agreement, including change of its corporate name or address.

## AUDITS OF COMPLIANCE

16. SCIAR may, or at its option may engage an independent third party to, review, inspect, and test the books, records, equipment, and facilities of Firm, Agent Party, and Consultant to the extent reasonably necessary to ascertain Firm's, Agent Party's, and Consultant's compliance with this Agreement ("Audit"). SCIAR may conduct an Audit upon any notice reasonable under the circumstances. Audit activities may include, without limitation, obtaining full access to Firm's, Agent Party's, and Consultant's web sites, Mobile Applications, and systems to ensure that SCIAR Data is displayed in accordance with the SCIAR Policies; using all features available to end-users of Firm's, Agent Party's, and Consultant's systems that employ the SCIAR Data; and posing as consumers to register and test services Firm, Agent Party, and Consultant make available to consumers using the SCIAR Data. SCIAR shall pay the costs it incurs, and the out-of-pocket costs Firm, Agent Party, and Consultant incur, as part of any Audit; provided, however, Firm or Agent Party shall be liable for all costs of any Audit that discloses that Firm, Agent Party, or Consultant has breached this Agreement. The provisions of this paragraph shall survive the expiration or other termination of this Agreement for one year.

## CONFIDENTIAL INFORMATION

17. The parties shall protect the Confidential Information with the same degree of care they take to protect their own sensitive business information of like kind, but in no event less than reasonable care. A party may disclose Confidential Information if such disclosure is required by law or court order; provided, however, that such party makes commercially reasonable efforts to notify the others in writing in advance of disclosure. Within five days after termination of this Agreement, the receiving party shall return to the disclosing party all Confidential Information of the disclosing party. The receiving party shall also erase or destroy Confidential Information stored on magnetic media or other computer storage. An officer of the receiving party shall certify in writing that all materials have been returned or destroyed.

## TERM AND TERMINATION

18. The term of this Agreement begins on the date that SCIAR signs it. This Agreement shall terminate upon the occurrence of any of the following events: (a) immediately upon termination of Firm's privileges as a Participant in SCIAR; (b) 30 days after any party's notice to the others of its intent to terminate; (c) 10 days after any party's notice to another that the other has breached this Agreement, provided the breach remains uncured; (d) immediately upon any party's notice to another that the other has breached this Agreement, provided the breach is not susceptible to cure, is one of a pattern of repeated breaches, or has caused the party giving notice irreparable harm; (e) immediately upon Firm's notice to a Consultant that Consultant is no longer designated to provide IDX, VOW, or AVM services to it; (f) with regard to any Agent Party, immediately upon any event that results in the Agent Party no longer being affiliated with Firm; (g) as provided in Paragraphs 28 and 31.

19. In the event Firm's privileges as a Participant (or Agent Party's privileges of affiliation with Firm) are terminated while this Agreement is in effect, and SCIAR subsequently reinstates those privileges, this Agreement shall automatically be reinstated if SCIAR resumes its obligations under Paragraphs 2 and 3. In the event Firm, Agent Party, or Consultant breaches this Agreement and entitles SCIAR to terminate under Paragraph 18,

SCIAR may in its sole discretion suspend its performance instead of terminating this Agreement. SCIAR may make this election by notice to the other parties within three days after the initiation of the suspension. Firm's, Agent Party's, and Consultant's obligations hereunder continue during any period of suspension. In the event of any suspension or termination of this Agreement, Firm, Agent Party, and Consultant shall make no further use of the SCIAR Data or any derivative works based on it (except the portions of it relating to Firm's own listings) until and unless Firm's or Agent Party's rights under this Agreement are restored.

## GENERAL PROVISIONS

20. **Applicable law.** This Agreement shall be governed by and interpreted according to the laws of the State of Florida, without regard to its conflicts and choice of law provisions.

21. **Survival of Obligations.** The "Definitions," "Confidential Information," and "General" provisions of this Agreement shall survive its termination or expiration in perpetuity. Other provisions shall survive according to their terms.

22. **SCIAR's Remedies.** (a) Injunctive relief: Because of the unique nature of the SCIAR Data and Confidential Information, Firm, Agent Party, and Consultant acknowledge and agree that SCIAR would suffer irreparable harm in the event that any of them breaches or threatens to breach its obligations under this Agreement, and that monetary damages would be inadequate to compensate SCIAR for a breach. SCIAR is therefore entitled, in addition to all other forms of relief, to injunctive relief to restrain any threatened, continuing or further breach by Firm, Agent Party, or Consultant, or any one of them, without showing or proving any actual damages sustained by SCIAR, and without posting any bond. (b) Liquidated damages: Firm, Agent Party, and Consultant acknowledge that damages suffered by SCIAR from access to the SCIAR Data by an unauthorized third party as a result of disclosure of any passwords or an unauthorized disclosure of the SCIAR Data to a third party would be speculative and difficult to quantify. Accordingly, as a material inducement to SCIAR to enter into this Agreement, Firm, Agent Party, and Consultant agree that in the event Firm, Agent Party, Firm-Related Persons, or Consultant, or its employees, agents, or contractors, disclose any password to access the SCIAR Data or disclose the SCIAR Data itself to any unauthorized third party, regardless of whether such disclosure is intentional or negligent, Firm, Agent Party, and Consultant shall be liable to SCIAR for liquidated damages in the amount of \$15,000 for each such disclosure and termination of this Agreement. Liability of Firm, Agent Party, and Consultant under this paragraph is joint and several.

23. **Limitation of liability/exclusion of warranties. IN NO EVENT SHALL SCIAR BE LIABLE TO FIRM, AGENT PARTY, OR CONSULTANT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES (EVEN IF SCIAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), OR LOST PROFITS ARISING FROM THIS AGREEMENT OR ANY BREACH OF IT. IN NO EVENT SHALL SCIAR BE LIABLE TO FIRM, AGENT PARTY, OR CONSULTANT FOR ANY AMOUNT IN EXCESS OF THE GREATER OF (A) THE FEES FIRM, AGENT PARTY, AND CONSULTANT HAVE PAID SCIAR, IF ANY, IN THE YEAR IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO ANY CLAIM FOR DAMAGES; OR (B) \$100. FIRM, AGENT PARTY, AND CONSULTANT ACKNOWLEDGE THAT SCIAR PROVIDES THE SCIAR DATA ON AN "AS-IS," "AS-AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTY OF TITLE, NON-INFRINGEMENT, AND ACCURACY. SCIAR SHALL NOT BE LIABLE TO FIRM, AGENT PARTY, OR CONSULTANT FOR ANY CLAIM ARISING FROM INACCURACIES IN THE SCIAR DATA, ANY FAILURE TO UPDATE THE SCIAR DATA PROMPTLY, OR THE SCIAR DATA'S INADEQUACY FOR ANY PARTICULAR USE, WHETHER PERSONAL OR COMMERCIAL. SCIAR makes no warranty, including those regarding title, availability, or non-infringement, regarding trademarks licensed under this Agreement, if any.**

24. **Dispute resolution; Attorney's fees.** In the event SCIAR claims that Firm, Agent Party, or Consultant has violated the SCIAR Policies, SCIAR may, at its option, resolve such a claim according to the disciplinary procedures set out in the SCIAR Policies, provided SCIAR does not also base a claim that Firm, Agent Party, or Consultant has breached this Agreement on the same facts. Except as set forth in the preceding sentence, any controversy or claim to which Consultant is not a party arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, including its Optional Rules for Emergency Measures of Protection (collectively, the "Arbitration Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties irrevocably agree, consent, and submit themselves to personal jurisdiction in the courts of the State of Florida located in Lee County or the federal court of the United States situated therein, as applicable, which shall have sole and exclusive jurisdiction over any action under this Agreement not subject to SCIAR's disciplinary procedures or to arbitration. If any party prevails in an action or proceeding to enforce or interpret this Agreement or any provision hereof, it shall be entitled to reasonable attorney's fees and costs for the legal action.

25. **Indemnification.** Subject to Paragraph 23, in the event a party breaches any provision of this Agreement, that party (the Indemnifying Party) shall indemnify the other parties, their subsidiaries and affiliated companies, and all their respective employees, directors, agents, and authorized successors and assigns (the Indemnified Parties), against any and all losses, damages, and costs (including reasonable attorneys' fees) arising from each claim of any third party resulting from the breach. Consultant indemnifies SCIAR, Firm, Salesperson Party, or customers of SCIAR, Firm, or Salesperson Party, to whom Consultant provides a product or service using SCIAR Data, against any and all losses, damages, and costs (including reasonable attorneys' fees) arising from any third party claim of patent infringement. The Indemnified Parties shall (a) promptly notify the Indemnifying Party of any claim and give the Indemnifying Party the opportunity to defend or negotiate a settlement of any such claim at the Indemnifying Party's expense, and (b) cooperate fully with the Indemnifying Party, at the Indemnifying Party's expense, in defending or settling any claim. The Indemnified Parties shall be entitled to engage their own local counsel at the Indemnifying Party's expense.

26. **Notice.** All notices to be given under this Agreement shall be mailed, sent via facsimile transmission, or electronically mailed to the parties at their respective addresses set forth herein or such other address of which any party may advise the others in writing during the term of this Agreement; and shall be effective the earlier of the date of receipt or three days after mailing or other transmission.

27. **No Waiver.** No waiver or modification of this Agreement or any of its terms is valid or enforceable unless reduced to writing and signed by the party who is alleged to have waived its rights or to have agreed to a modification.

28. **No Assignment.** No party may assign or otherwise transfer any of its rights or obligations under this Agreement to any other party without the prior written consent of all other parties to this Agreement. Any purported assignment or delegation in contravention of this paragraph is null and void, and shall immediately cause this Agreement to terminate.

29. **Entire Agreement; Amendment.** Subject to SCIAR Policies, this Agreement contains the full and complete understanding of the parties regarding the subject matter of this Agreement and supersedes all prior representations and understandings, whether oral or written, relating to the same. SCIAR may amend this agreement by providing 30 days' advance notice of the amendment to all other parties; if any party continues to use the Data Interface or the SCIAR Data after the expiration of the 30-day notice period, that party will be deemed to have agreed to the terms as amended.

30. **Relationship of the Parties.** The parties hereunder are independent contractors. No party shall be deemed to be the agent, partner,

joint venturer, franchisor or franchisee, or employee of SCIAR or have any authority to make any agreements or representations on the behalf of SCIAR. Each party shall be solely responsible for the payment of compensation, insurance, and taxes of its own employees.

31. **Severability.** 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. In the event that any provision of this Agreement is held invalid or unenforceable by a court having jurisdiction over the parties, the invalid or unenforceable provision shall be replaced, if possible, with a valid provision which most closely approximates the intent and economic effect of the invalid provision. In the event any provision of the limitation of liability, exclusion of warranties, or indemnification is held invalid or unenforceable, this Agreement shall immediately terminate.

**The annual API or RETS/IDX feed fee is \$200 and must be paid to SCIAR before access is granted. NO REFUNDS. RETS feeds that include sold Data are an additional \$300 fee annually. Send payment and agreement to the Sanibel and Captiva Islands Association of REALTORS®, 2353 Periwinkle Way, Suite 201, Sanibel, FL 33957. sancap@sanibelrealtors.com**

# Sanibel & Captiva Islands Association of REALTORS®, Inc.

## Participant Data Access Agreement

Under this Agreement, **FIRM AND AGENT PARTY ARE PERMITTED TO WORK ONLY WITH THE CONSULTANT NAMED HERE.** If Firm or Agent Party chooses to engage a different consultant or additional consultants, Firm must enter into a new version of this Agreement with SCIAR and each such consultant. Under this Agreement, **CONSULTANT IS PERMITTED TO WORK ONLY WITH THE FIRM AND AGENT PARTY NAMED HERE.** Consultant may not use data obtained under this Agreement to provide any services to Participants other than Firm, or with Agents affiliated with Firm except the Agent Party. Consultant must enter into a new version of this Agreement with SCIAR and each additional Participant or amend this Agreement with SCIAR to add additional Agents affiliated with Firm as Agent Parties.

If Firm or Agent Party will perform its own technical work and there is no Consultant party to this Agreement, Firm should cross out the Consultant signature box. If this Agreement is for services to Firm only, and there is no Agent Party, Firm should cross out the Agent Party signature box.

**This Agreement is for the following uses (check all that apply):**

IDX  VOW  Firm Internal Use  Firm AVM

**Type of Feed Requested:**

RETS  API

**This Agreement includes the following data (check all that apply):**  Sold Data

<p><b>SCIAR:</b> Sanibel &amp; Captiva Islands Association of REALTORS®, Inc.</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Name</p> <p>Date: _____</p> <p>(effective date of this Agreement)</p> <p><b>Contact for notices and operations matters</b></p> <p>Name: _____</p> <p>Phone: _____</p> <p>Email: _____</p>	<p><b>CONSULTANT</b></p> <p>_____</p> <p>Consultant name</p> <p>_____</p> <p>Signature of owner or officer</p> <p>_____</p> <p>Name of owner or officer</p> <p><b>Contact for notices and operations matters</b></p> <p>Name: _____</p> <p>Phone: _____</p> <p>Email: _____</p> <p>Mailing: _____</p> <p>_____</p>
<p><b>FIRM</b></p> <p>(If more than one will be used, specify each in Exhibit A.)</p> <p>_____</p> <p>Firm name</p> <p>_____</p> <p>Signature of owner or officer</p> <p>_____</p> <p>Name of owner or officer</p> <p><b>Contact for notices and operations matters</b></p> <p>Name: _____</p> <p>Phone: _____</p> <p>Email: _____</p> <p>Mailing: _____</p> <p>_____</p> <p>Second or Third Level Domain or Mobile Application:</p> <p>_____</p> <p><input type="checkbox"/> IDX <input type="checkbox"/> VOW <input type="checkbox"/> Firm AVM</p>	<p><b>AGENT PARTY</b></p> <p>(If there is more than one, have each named and sign on Exhibit A.)</p> <p>_____</p> <p>Agent Party name</p> <p>_____</p> <p>Signature of Agent Party</p> <p><b>Contact for notices and operations matters</b></p> <p>Name: _____</p> <p>Phone: _____</p> <p>Email: _____</p> <p>Mailing: _____</p> <p>_____</p> <p>Second or Third Level Domain or Mobile Application:</p> <p>_____</p> <p><input type="checkbox"/> IDX <input type="checkbox"/> VOW <input type="checkbox"/> Firm AVM</p>

# Sanibel & Captiva Islands Association of REALTORS®<sup>®</sup>, Inc. Participant Data Access Agreement

## Exhibit A – Additional Requirements

1. **Additional Domains and Mobile Applications.** In addition to the Second and Third Level Domains specified on the signature page Firm, Agent Party, and Consultant may display SCIAR Data subject to the terms of this Agreement at the following Second and Third Level Domains and Mobile Applications (attach additional pages if necessary):

_____	<input type="checkbox"/> IDX	<input type="checkbox"/> VOW	<input type="checkbox"/> Firm AVM
_____	<input type="checkbox"/> IDX	<input type="checkbox"/> VOW	<input type="checkbox"/> Firm AVM
_____	<input type="checkbox"/> IDX	<input type="checkbox"/> VOW	<input type="checkbox"/> Firm AVM
_____	<input type="checkbox"/> IDX	<input type="checkbox"/> VOW	<input type="checkbox"/> Firm AVM
_____	<input type="checkbox"/> IDX	<input type="checkbox"/> VOW	<input type="checkbox"/> Firm AVM
_____	<input type="checkbox"/> IDX	<input type="checkbox"/> VOW	<input type="checkbox"/> Firm AVM

2. **Additional Agent Parties:** If there are two or more Agent Parties, each Agent Party after the first is identified by name here, and each must sign this Agreement. Each Agent Party listed here consents to SCIAR making communications and notices under this Agreement to Firm only. (Attached additional pages if necessary.)

_____	_____
Name	Signature
_____	_____
Name	Signature
_____	_____
Name	Signature
_____	_____
Name	Signature
_____	_____
Name	Signature
_____	_____
Name	Signature

# Sanibel & Captiva Islands Association of REALTORS®, Inc.

## Participant Data Access Agreement

### Exhibit B – Firm AVM Data Use Requirements

This Exhibit governs any use of the SCIAR Data licensed under this Agreement for use in AVMs.

B.1. Firm may provide Firm AVM services to Firm's customers and clients with whom Firm has first established a broker-customer or broker-client relationship (as defined by state law); including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers ("Registrants"). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements necessary for performing AVM services. Registrants may include financial institutions, mortgage lenders, mortgage bankers, mortgage brokers, mortgage loan servicers, title or mortgage insurers, insurers of payments owned to owners of mortgage backed securities, Government Sponsored Entities (GSEs), or such other businesses or institutions having an interest in automated reports on property valuation or market conditions.

B.2. Firm must obtain the name of and a valid e-mail address for each Registrant. Each Registrant must agree to the terms of use described in Section B.3 of this Exhibit. Firm must verify that the e-mail address provided by the Registrant is valid and that the Registrant has agreed to the terms of use.

B.3. Firm shall require each Registrant to review and affirmatively to express agreement (by mouse click or otherwise) to a terms-of-use agreement that provides at least the following:

B.3.1: that Registrant acknowledges entering into a lawful consumer-broker relationship with Firm.

B.3.2: that all information obtained by Registrant from Firm AVM is intended only for Registrant's internal use and may not be disseminated or reproduced without permission from SCIAR.

B.3.3: that Registrant will not copy, redistribute, or retransmit any of the information provided, except in connection with Registrant's consideration of the purchase, sale, financing or other potential transaction related to the subject property of any AVM.

B.3.4: that Registrant acknowledges SCIAR's ownership of and the validity of the SCIAR's copyright in the SCIAR Data.

B.4. The terms-of-use agreement described in Section B.3 shall also expressly authorize SCIAR and other Participants or their duly authorized representatives to

access any Firm AVM for the purposes of verifying compliance with SCIAR Policies and monitoring use of Participants' listings by the Firm AVM. The agreement may also include such other provisions as may be agreed to between Firm and Registrant.

B.5. Firm's right to use SCIAR Data in any firm AVM is subject to the applicable office of Firm being a Participant in SCIAR. In other words, an office of Firm that is not a Participant of SCIAR may not use SCIAR Data in any AVM provided to any third party.

B.6. Firm must protect the SCIAR Data from misappropriation by employing reasonable efforts to monitor for and prevent scraping or other unauthorized accessing, reproduction, or use of the SCIAR Data.

B.7. Firm must make any Firm AVM readily accessible to SCIAR and to all SCIAR Participants for purposes of verifying compliance with this Agreement and SCIAR Policies.

B.8. SCIAR shall exclude from the Data Interface all "User Confidential Data." "User Confidential Data" consists of those portions of SCIAR Data that Participants are prohibited from providing to customers orally and by all other delivery mechanisms. In the event that SCIAR includes User Confidential Data in the Data Interface, Firm and Consultant shall ensure that it is not disclosed to Registrants or any other third party.

B.9. Firm shall maintain an audit trail of Registrants' activity on any Firm AVM and make that information available to SCIAR if SCIAR has reason to believe that any Firm AVM has caused or permitted a breach in the security of the data or a violation of applicable SCIAR Policies.

B.10. Firm shall cause to be placed on any Firm AVM a notice indicating that the SCIAR Data displayed on the Firm AVM is deemed reliable, but is not guaranteed accurate by the SCIAR or other Participants.

B.11. In any display of SCIAR Data to any Registrant, Firm shall display the copyright notice of SCIAR. The copyright notice should take one of the following forms: "Copyright 2018 Sanibel & Captiva Islands Association of REALTORS®, Inc." or "© 2018 Sanibel & Captiva Islands Association of REALTORS®, Inc.". Firm shall replace "2018" with the current year as of January 1 each year.