

## MLS Only Membership Application Process

- **Broker-In-Charge:** The BIC must join as a member of PDRA or member of GPDMLS if not already a member.
  - **One-time \$500 Office Set-up Fee** applies
  - **All Agents in office can join, or if not wishing to participate in our Multiple Listing Service, must be listed on a Waiver/Certification of non-use form.**
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- Complete the membership application.
  - Provide a copy of your real estate license.
  - Provide a Letter of Good Standing from Primary Association.
  - Provide a Certificate of Paragon MLS System Proficiency.
  - Please allow up to three business days after submitting your membership application and all required documents for processing. We will contact you with further instructions once your application has been processed.

The quarterly fees owed to the Greater Pee Dee MLS for joining are prorated as follows:

Joining In:	January, April, July or October	February, May, August or November	March, June, September, or December
<b>MLS office set up fee</b>	<b>\$500.00</b>	<b>\$500.00</b>	<b>\$500.00</b>
<b>MLS application fee</b>	<b>\$100.00</b>	<b>\$100.00</b>	<b>\$100.00</b>
<b>MLS quarterly fee</b>	<b>\$300.00</b>	<b>\$200.00+</b>	<b>\$100.00+</b>
<b>Total</b>	<b>\$900.00</b>	<b>\$800.00+</b>	<b>\$700.00+</b>

The Greater Pee Dee MLS Only fees are due quarterly totaling **\$300.00 per quarter**. GPDMLS fees are due on December 31<sup>st</sup>, March 31<sup>st</sup>, June 30<sup>th</sup>, and September 30<sup>th</sup>. +Subsequent quarterly fees will be \$200.00.

Payments can be online using Visa, MasterCard, American Express, or Discover card. If paying by personal check/money order, please make payable to **GPDMLS**. Cash not accepted.

## APPLICATION FOR REALTOR® MEMBERSHIP

<b>CONTACT INFORMATION:</b>
Name: (as shown on Real Estate License): _____
Nickname (DBA): _____ Cell Phone#: _____
Home Address: _____
City: _____ State: _____ Zip: _____
Primary Email Address: _____
May the Association, as well as the State and National Associations, communicate with you via text message? <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>LICENSE INFORMATION:</b>
License Type: <input type="checkbox"/> Broker <input type="checkbox"/> Salesperson <input type="checkbox"/> Appraiser
License # _____ State of Licensure: _____
Do you hold, or have you ever held, a real estate license in any other state? <input type="checkbox"/> Yes <input type="checkbox"/> No   If so, where: _____
<b>COMPANY INFORMATION:</b>
Office Name: _____
Office Address: _____
Office Phone: _____ Office NRDS #: _____
<b>ALTERNATE OFFICE ADDRESS:</b>
Address: _____
City: _____ State: _____ Zip: _____
<b>ALTERNATE MEMBER ADDRESS:</b>
Address: _____
City: _____ State: _____ Zip: _____
<b>PREFERRED MAILING/CONTACT INFORMATION:</b>
Preferred Phone: <input type="checkbox"/> Office <input type="checkbox"/> Cell <input type="checkbox"/> Home
Preferred E-mail: <input type="checkbox"/> Primary E-mail <input type="checkbox"/> Secondary E-mail _____
Preferred Mailing: <input type="checkbox"/> Home <input type="checkbox"/> Office <input type="checkbox"/> Office Alternate <input type="checkbox"/> Member Alternate
Mail Publications to: <input type="checkbox"/> Home <input type="checkbox"/> Office <input type="checkbox"/> Office Alternate <input type="checkbox"/> Member Alternate

## APPLICATION FOR REALTOR® MEMBERSHIP

ADDITIONAL INFORMATION:
Do you acknowledge that your use of the REALTOR® trademarks must comply with the National Association's trademark rules? <sup>1</sup> <input type="checkbox"/> Yes <input type="checkbox"/> No
Are you currently a member of any other Association of REALTORS®? <input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, name of the Association: _____ Type of Membership held: _____
Have you previously held membership in any other Association of REALTORS®? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, name of the Association: _____ Type of Membership held: _____
Do you have any unsatisfied discipline pending for violation of the Code of Ethics? <sup>2</sup> <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, provide details: _____ _____ _____
If you are now or have been a REALTOR® member before, please provide the information below. Previous NAR membership # (NRDS): _____ Last date (year) of completion of NAR's Code of Ethics training requirement: _____
Have you ever been refused membership in any other Association of REALTORS®? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, state the basis for each such refusal and detail the circumstances related thereto: _____ _____
Do you have any record of civil judgments imposed within the past seven (7) years involving judgments of civil rights laws, real estate license laws, or other laws prohibiting unprofessional conduct rendered by the courts or other lawful authorities? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, provide details: _____ _____
Do you have a record of criminal conviction(s) within the past seven (7) years? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, provide details: _____ _____
What languages are you fluent in? _____ Would you like the association to make others aware you are available to interpret/translate these languages? <input type="checkbox"/> Yes <input type="checkbox"/> No
<sup>1</sup> The term REALTOR® is federally registered collective membership mark which identifies a real estate professional who is a member of the National Association and subscribes to its strict Code of Ethics. The National Association's Trademark Rules are set forth in the membership Marks Manual, available at: <a href="http://www.realtor.org/mmm">www.realtor.org/mmm</a> .
<sup>2</sup> Article IV, Section 2, of the NAR Bylaws prohibits Member Boards from knowingly granting REALTOR® or REALTOR ASSOCIATE® membership to any applicant who has an unfulfilled sanction pending which was imposed by another association of REALTORS® for violation of the Code of Ethics. (Adopted 1/01)

## APPLICATION FOR REALTOR® MEMBERSHIP

I hereby apply for REALTOR® Membership with the REALTOR® Association of the Greater Pee Dee (PDRA). Membership Type:     Primary     Secondary     MLS only

**Qualifications for Membership.** I understand that membership brings certain privileges and obligations that require compliance, including the following:

- Primary members will attend PDRA New Member Orientation within 180 days of PDRA confirming my membership. Failure to meet this requirement may result in having my membership terminated.
- Membership in PDRA means that I am also a member of the South Carolina REALTORS® (SCR) and National Association of REALTORS® (NAR). I agree to abide by *The Code of Ethics* of the NAR, which includes the duty to arbitrate (or mediate as required by PDRA). I agree to abide by the Constitution, Bylaws and Rules and Regulations of PDRA, SCR and NAR. Further, I agree to satisfactorily complete the periodic *Code of Ethics* and *Fair Housing* training as required by the NAR (every 3 years), and a reasonable and non-discriminatory written examination on such Code, Constitutions, Bylaws, Rules and Regulations.
- I acknowledge that as a member of PDRA, I will be licensed to use the REALTOR® trademarks to indicate such membership, and I agree to abide by the rules governing use of those trademarks. I understand that REALTOR® is a federally registered trademark of the National Association and use of this designation is subject to rules promulgated by the National Association. Upon termination of my primary membership in the Association for any reason, my license to use the term REALTOR® is automatically revoked and I will immediately discontinue use of the term REALTOR® and all REALTOR® trademarks.
- Membership is final only upon approval by the PDRA Board of Directors and may be revoked should completion of any membership requirement not be completed within the timeframe established in PDRA's Bylaws.

**NOTE:** *The duty to submit to an ethics complaint continues in effect even after membership lapses or is terminated. Any ensuing discipline will be held in abeyance until such time as the respondent rejoins an association of REALTORS® (see Code of Ethics and Arbitration Manual, Section 20€). The duty to submit to arbitration continues in effect even after membership lapses or is terminated, provided the dispute arose while the former member was a REALTOR®.*

## APPLICATION FOR REALTOR® MEMBERSHIP

I hereby certify that the foregoing information furnished by me is true and correct, and I agree that failure to provide complete and accurate information as requested, or any misstatement of fact, shall be grounds for revocation of my membership if granted. I further agree that, if accepted for membership in PDRA, I shall pay the fees and dues as required.

***NOTE:** Payments to REALTOR® Associations (local, state, national) are not deductible as charitable contributions. Such payments may, however, be deductible as an ordinary and necessary business expense. No refunds of dues and/or MLS quarterly fees are given for any reason, at any time.*

By signing below, I consent that the REALTOR® Associations (local, state, national) and their subsidiaries, if any (e.g., MLS, Foundation) may contact me at the specified address, telephone numbers, fax numbers, email address or other means of communication available. This consent applies to changes in contact information that may be provided by me to the Association(s) in the future. This consent recognizes that certain state and federal laws may place limits on communications that I am waiving to receive all communications as part of my membership.

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

This application submitted through: \_\_\_\_\_  
(Signature of Broker in Charge)

Office Name: \_\_\_\_\_

### FOR OFFICE USE ONLY:

NRDS #: \_\_\_\_\_ Membership Type:  Primary  Secondary  MLS Only  
Join Date: \_\_\_\_\_ GZ: \_\_\_\_\_ Invoiced: \_\_\_\_\_  
NRDS Sync: \_\_\_\_\_ SentiLock: \_\_\_\_\_ Paragon: \_\_\_\_\_  
Simplelists:  Yes  No

## SentriLock Lockbox System Terms of User Agreement

This agreement is made and entered into by the Pee Dee REALTOR® Association (PDRA) and the Participant and Subscriber identified in this agreement.

1. Purpose: The parties have entered into the agreement because:

- a) PDRA will provide access to the SentriLock lockbox system and PDRA is leasing the SentriLock system;
- b) If the Subscriber agrees to the terms in this agreement; and
- c) If the Participant makes certain commitments on the Subscriber's behalf.

2. Definitions and Usage: For this agreement, the following terms shall apply:

- a) PDRA; shall mean the REALTOR® Association of The Greater Pee Dee (dba Pee Dee REALTOR® Association or PDRA).
- b) Participant; shall mean the Principal Broker, Broker Owner of a Real Estate Company, Licensed or Certified Appraiser who is also the owner of their appraisal company and a REALTOR® member in good standing with PDRA or an Affiliate Member of PDRA that is a licensed inspector, licensed pest inspector, or licensed contractor that is in good standing with PDRA.
- c) Subscriber; shall mean the Sales Associate, Associate Broker, Licensed or Certified Appraiser or Trainee Appraiser associated with a Participant and be a member in good standing with PDRA.

3. Eligibility Requirements: PDRA REALTOR® members and approved Affiliate members who are Participants or Subscribers are eligible to participate in the PDRA SentriLock lockbox system.

4. Participants and Subscribers agree that a lockbox is a container affixed to property as a device to gain access to the property being marketed for sale by a Participant in PDRA. Participants and their Subscribers are authorized under certain conditions to open these lockboxes under terms specified by the listing broker. Participants and their Subscribers, functioning as Licensees of potential purchasers, must contact the listing broker's office and arrange appointments to show listed property, even if the property has a lockbox affixed to it, unless the listing broker has given specific permission entered on the MLS system under agent remarks indicating that no appointment is required.

5. Lockbox System and Equipment: Participant and Subscriber acknowledge that the SentriLock system, lockboxes, SentriKey app, and anything associated with the lockbox service is the sole property of SentriLock and PDRA, and Participant and Subscriber shall return all such property as required by PDRA. Participant shall return all lockboxes immediately upon termination of the REALTOR® membership, MLS participation, termination of lockbox services due to the Participant's failure to pay all fees associated with the service and/or reimbursements for lost equipment as required, or affiliation with an eligible participant. Failure to return said equipment shall result in the Participant being charged all costs associated with replacement of the equipment. If such costs and unpaid fees are not paid within 30 days of the billing date, PDRA shall have the right to file suit against the Participant for the full amount due plus statutory interest, court costs, attorney's fees, and other costs of litigation.

6. Term of Agreement: This agreement has the following conditions:

- a) The terms of this agreement begins on the date of the execution of this agreement and ends on the date of any of the following events:
  - i) Termination of the Participant or Subscriber for any reason.
  - ii) Failure of the Participant or Subscriber to perform in accordance with any and/or all terms and conditions herein set forth, or as modified, including, but not limited to, the provisions of security outlined in the agreement.
- b) Participant acknowledges that by signing this agreement, he/she is granted permission to use the SentriKey app, SentriLock lockbox, applicable software under the terms of this agreement.
- c) Subscriber acknowledges that by signing this agreement, he/she is granted permission to use the SentriKey app, SentriLock lockbox, applicable software under the terms of this agreement.

7. Participant Obligations:

- a) Guaranty and liability for Subscriber conduct. Participant is guarantor of Subscriber's performance under this agreement. Participant is jointly and severally liable to PDRA for all damages and costs PDRA sustains as a result of Subscriber's misuse of the SentriKey app up to and including the last date Subscriber has access to the lockbox system by virtue of the SentriKey app issued under this agreement, even if Subscriber is no longer affiliated with Participant at the time of the wrongful conduct.

- b) Participant warranties. Participant warrants that (1) Participant is a licensed real estate broker, licensed or certified appraiser or licensed inspector or licensed pest inspector or licensed contractor and member of PDRA; and (2) Subscriber possesses a real estate licensee and is associated with the Participant as a licensee actively seeking to sell real estate or Subscriber is a licensed or certified appraiser affiliated with Participant.
- c) Subscriber transfers. Participant shall notify PDRA in writing within 24 hours after Subscriber's transfer of license. If the Subscriber has transferred to a firm which is not participating in the PDRA, or if the Subscriber's license is inactivated or sent back to the state, Participant agrees to make its best efforts to obtain the transferred Subscriber's SentiKey app. Participant acknowledges that it shall be liable for the return of Subscriber's SentiLock lockboxes.
- d) Cosign agreement with Subscriber. Participant shall cosign any lockbox agreement executed by a Subscriber affiliated with the Participant.
8. Security: These lockbox rules are always subject to the lockbox security requirements of the National Association of REALTORS® (NAR), presently set out as: Policies, H. Lockbox/key Repositories, Section 1, and Section 2 of the NAR Handbook on Multiple Listing Policy, which is incorporated in these rules by reference.
9. The Participant and Subscriber agree that it is necessary to maintain the security of the Sentrilock system to prevent its use by an unauthorized person. Consequently, Participant and Subscriber agree;
- (a) To not assign, transfer, or pledge the rights of the Sentrilock lockboxes, SentiKey app
  - (b) To notify PDRA immediately in writing, with a statement of the circumstances surrounding the loss or theft of a SentiKey app or SentiLock Lockbox.
  - (c) To follow the guidelines outlined in this agreement
  - (d) To recognize the responsibility to ensure the security of properties accessed through the use of the lock box system.
  - (d) To notify SentiLock when a lockbox fails to release from a property. Only SentiLock is authorized to order a lockbox to be removed or cut off a property because the lockbox fails to release.
10. Indemnification: Participant and Subscriber agree to indemnify and hold PDRA and their respective officers, directors and employees harmless from any and all loss, cost, expense, claims or demand whatsoever by or against PDRA resulting from loss, use or misuse of the Sentrilock, including but not limited to, any and all liabilities including attorneys' fees incurred by them as a result of damage or injuries to property or persons arising out of entry by any person into any premises by use of the Sentrilock.
11. Issuance of Lockboxes: Lockboxes will be issued to principal brokers and licensees who are PDRA members. Initial new Lockbox inventory shall be issued based on the Lockbox number associated with each principal broker or licensee on the final lockbox audit report generated by Association. The Participant (principal broker), however, shall be responsible for the lockboxes issued to not only to him/herself but to all Subscribers (licensees) in his/her office. After conversion period, lockboxes will be issued by Association Office.
12. Placement of Lockboxes: Lockboxes must not be placed on any property without the written authority of the seller. This authority may be established in the listing agreement or in a separate document created specifically for this purpose.
13. Lockboxes are Not a Security System: Participant and Subscriber acknowledge that the Sentrilock lockboxes, SentiKey app, and other components of the lockbox system are not a security system; they are a marketing convenience and control system. Participant and Subscriber hold PDRA harmless against any claims that the lockbox system failed, for whatever reason, to prevent or grant admission to any property.
14. Lockbox System Fees: REALTOR® members of PDRA who use the lockbox system will be assessed an annual fee, based on the system they are using, as established by Sentrilock. Activation fee for new Participants/Subscribers may apply. However, no REALTOR® member will be required to use the lockboxes and SentiKey app associated with the lockbox service on their listed properties.
15. Annual Audit of Lockboxes: PDRA shall maintain current records as to all Sentrilock lockboxes. There shall be an audit, at least annually, of all Sentrilock lockboxes, whether issued or in inventory. The Participant shall reimburse PDRA for the total cost to replace any Sentrilock lockbox unaccounted for within 30 days of being invoiced by PDRA. If the Participant fails to reimburse PDRA by the specified date, the Association MLS Director shall deactivate and terminate all of the Participant's and their Subscriber's SentiKey app and access to PDRA lockbox service until the Participant has paid the total amounts owed, including all service fees.
16. Authority to Modify Rules, Fees, and Fines: PDRA shall retain the right to modify the Sentrilock Authorized User Agreement, rules, user fees and fines associated with the PDRA lockbox service, from time to time as deemed necessary by the MLS Board of Directors of PDRA.

17. Termination:

a) Participants and Subscribers may terminate the use of the service by returning their Sentrilock lockbox system, lock boxes and anything associated with the lockbox service to the Pee Dee REALTOR® ASSOCIATION. Non-renewal of PDRA membership requires immediate return of Sentrilock lockbox system, lockboxes and anything associated with the lockbox service to PDRA.

b) PDRA may refuse to lease lockboxes, SentiKey app, may terminate existing SentiKey app lease agreements, and may refuse to activate or reactivate any SentiKey app held by an individual convicted of a felony or misdemeanor if the crime, in the determination of the Board of Directors or MLS, relates to the real estate business or puts clients, customers, or other real estate professionals at risk. PDRA may suspend the right of Participant or Subscriber to use lockbox Sentikey app following their arrest and prior to their conviction for any felony or misdemeanor which, in the determination of the Board Directors or MLS, relates to the real estate business or which puts clients, customers, or other real estate professionals at risk.

18. Lockbox Fees and Penalties:

a) A lease fee will be assessed, per REALTOR® member or approved Affiliate member, for the lockbox service and is set by SentiLock.

b) Any individual who shows a property containing a SentiLock Lockbox must call the listing agent's office and establish a showing appointment (unless specific instructions have been entered on the MLS system under agent remarks indicating no appointment is required or using a Showing Service). Failure to adhere to this requirement may result in a fine TBD by MLS Board of Directors of PDRA.

c) Failure to appropriately protect the SentiLock Lockbox will result in an assessment equal to the total cost of repairing or replacing the SentiLock Lockbox. There will be a charge of \$125.00 for each lost, damaged, or misplaced Lockbox. If the lockbox is found, within 60 days, the \$125.00 fee less \$10.00 admin fee will be refunded. If there is an extenuating circumstance in the loss of the Lockbox, the member may make a written appeal to the PDRA for consideration of the above charges.

d) Failure to retrieve a SentiLock Lockbox within five (5) days from a no longer active listing which has been placed in the MLS as an active listing by a different office may result in a fine TBD by MLS Board of Directors of PDRA.

e) A new Participant office may be charged an activation fee TBD and will receive a supply of lockboxes at the Association discretion upon signing the approved Sentrilock Lockbox System Authorized User Agreement.

f) A new Participant Appraisal Office or approved Affiliate may be charged an activation fee TBD and will receive SentiKey app information upon signing the approved Sentrilock Lockbox System Authorized User Agreement. No lockboxes will be issued.

g) The Participant shall pay any fees associated with the Lockbox service upon lease activation of SentiKey app

This agreement describes the terms and conditions pursuant to which sentrilock, llc, a delaware limited liability company ("sentrilock" or "we") will allow you to access and use the services provided by sentrilock through sentrilock.com (the "web site") or otherwise (the "services"), sentrilock lockbox products, and all associated software, firmware, hardware, and mobile and other applications (all of the foregoing, collectively, the "system"). Please read this agreement carefully as you must agree to all of its terms before using the system. By clicking "i accept", or by otherwise accessing content provided by sentrilock, or by using the system or any component thereof, you are agreeing to be legally bound by the terms and conditions of this agreement and to abide by the terms of this agreement as if you had signed this agreement, as may be updated by sentrilock from time to time without notice to you (the "terms of use"). If you do not wish to be bound by these terms of use, you may not access the web site nor use the system, services, or any component thereof. Sentrilock reserves the right at its sole discretion to change, modify, add or remove portions of these terms of use at any time without notice to you, and such modification shall become effective and binding on you upon posting on the web site or other public posting. In consideration of sentrilock granting you access to the system, you hereby agree as follows:

Sentrilock's role. Sentrilock is not a financial or real estate broker, lender, or association. We contract with multiple listing services (mls), real estate associations, and others (the "client") to provide access management solutions through a secure and tracked tool which grants access to certain authorized users as approved by the applicable client. Sentrilock operates within our privacy policy. The client granting you access to the system is responsible for securing your information and upholding the security of the system when the association is sharing such data.

Realtor® lockbox, realtors® and the realtor® block "r" logo, are trademarks, service marks, membership marks, and/or logos of the national association of realtors®, which are used under license by sentrilock from the national association of realtors®. Sentricard®, the sentrilock stylized "s", and sentrilock.com are the intellectual property of sentrilock. All sentrilock copyrights, trademarks, service marks, logos and other intellectual property appearing on the web site or otherwise used in connection with the system are the sole

property of sentrilock, and no ownership rights in any of the foregoing are granted to you hereunder or through your use of the system. All other trademarks appearing on sentrilock.com are the property of their respective owners.

1. Eligibility; accounts and registration. You must be at least 18 years of age to use the system. By agreeing to these terms of use, you represent, warrant, and covenant that: (a) you are at least 18 years of age; (b) you have not previously been suspended or removed from the system or services; and (c) your registration and your use of the system is and will at all times be in compliance with all applicable laws and regulations and sentrilock's policies, as the same may be published or modified from time to time. To access some features of the system, you may be required to register for an account. When you register for an account, you may be required to provide us with some information about yourself, such as email address or other contact information. You agree that the information you provide is accurate and that you will keep it accurate and up-to-date at all times. When you register, you may be asked to provide a password and pin. You are solely responsible for maintaining the confidentiality of your account and password, and you are responsible for all actions taken via your account. You may not share your user account(s) or access information with others.

2. Use of the services; restrictions.

A. Use of the services. Your access to the sentrilock system is subject to the terms and conditions of the sentrilock system agreement (the "system agreement") between sentrilock and the client that granted you

Access to the system (the "authorizing client"). You represent, warrant, and covenant to sentrilock that you have read and understand the terms of the system agreement, and that you will comply at all times with the terms of the system agreement. Any violation by you of the system agreement shall be deemed an automatic violation by you of these terms of use. Your access to the system is dependent on the authorizing client's access to the system. If sentrilock or the authorizing client terminate the system agreement, or if the authorizing client otherwise violates any term or condition of the system agreement, sentrilock shall be entitled to immediately terminate your access to the system without notice to you. All uses of the app, the system, and any other component thereof shall be strictly for your professional use on behalf of the authorizing client. If you are a real estate or mortgage professional acting in your professional capacity, in addition to the terms and conditions herein, you agree to use the system, services, and any information displayed therein or otherwise made available to you strictly in compliance with any ethical guidelines or other licensure requirements applicable to you or the authorizing client. If you use the system or services, you represent and warrant to sentrilock that you have obtained all required authorizations and consents from your clients, customers, authorizing client, and any other person of whom you are sharing information. You shall not provide access to, reverse engineer, decompile, modify, or otherwise transfer the system, services, or any related intellectual property.

B. Mobile applications. To use any mobile application feature of the system (each, an "app"), you must have a compatible mobile device. Sentrilock does not warrant that any app will be compatible with your mobile device. You may use mobile data in connection with an app and may incur additional charges from your wireless provider for using an app. You agree that you are solely responsible for any applicable charges. Sentrilock may update any app and may automatically electronically update the version of any app that you have installed on a mobile device. You consent to all automatic upgrades, and understand that these terms of use will apply to all updated versions of an app. Any third-party open source software included in an app is subject to the applicable open source license terms and conditions and may be available directly from the creator under an open source license.

3. 3rd party/linked services/sent information.

A. Generally. The system and services include links to third-party products, services and web sites, as well as materials provided by third parties, and includes functionality that allows for the distribution of your activity, information, or your personal information (collectively, your "user information") to third parties not under sentrilock's control (each, a "third-party provider"). Third-party providers are solely responsible for their services. You are responsible for your use and submission of user information to any third-party provider or other third-party, and your dealings or business conducted with any such third party arising in connection with the system and services are solely between you and such third party. Your use of third-party sites, services, or products may be subject to associated third-party terms of use and privacy policies or other agreements, which you are solely responsible for complying with. Sentrilock does not endorse, and (to the maximum extent permitted by applicable law, rule, or regulation) shall have no liability for such third-party products, services, web sites, and materials, or a third-party provider's or other third party's use, misuse, or security of your user information. By using our system and services, or by otherwise using a tool (provided by sentrilock or any third party) that allows for user information to be transferred, you agree that sentrilock may transfer your user information or other information to third-parties, which are not under the control of sentrilock, in accordance with and subject to any applicable law, rule, or regulation. Third-party providers may keep your contact information and any other information received by the third-party provider in processing

a request. To the maximum extent permitted by applicable law, rule, or regulation, sentrilock is not responsible for any damages or costs of any type arising out of or in any way connected with your dealings with these third parties or sentrilock's sharing of your information with the same. For clarity, notwithstanding anything contained herein to the contrary, sentrilock may share information concerning your use of and access and data inputs to the system, including hardware access logs, user names, and other identifying and personal information (collectively, the "shared data"), with non-affiliated third parties that provide products or services to you or the authorizing client ("vendors"). Sentrilock may generate and send to the vendors access codes which will allow third parties to operate and open the hardware in connection with the vendor's products or services. You hereby acknowledge that sentrilock shall be entitled to share the shared data with third parties, and that, to the maximum extent permitted by applicable law, sentrilock shall not be liable to you for any such sharing or any use or misuse of such data or access codes by such third parties.

B. Additional terms for third party services. Certain aspects of the system and services include third-party tools that are subject to additional third-party terms, including, but not limited to, the following:

- (i) windows live virtual earth. Windows live virtual earth imagery is supplied by microsoft corporation, and use is subject to the microsoft mappoint terms of use available at <http://www.microsoft.com/maps/assets/docs/terms.aspx>
- (ii) google maps. Some of the services implement the google maps web mapping service. Your use of google maps is subject to google's terms of use, available at [http://www.google.com/intl/en\\_us/help/terms\\_maps.html](http://www.google.com/intl/en_us/help/terms_maps.html), and google's privacy policy, available at <https://www.google.com/intl/all/policies/privacy/index.html>
- (iii) apple maps. Some of the services implement the apple maps web mapping service. Your use of apple maps is subject to apple's terms of use, available at <https://www.apple.com/legal/internet-services/terms/site.html>
- (iv) nar payment tool. Some of the services implement the nar payment processing tool for payment of fees. Your use of payment tool is subject to terms of use, available at <https://www.nar.realtor/privacy-policy>
- (v) google location services. Some of the services implement the google location services. Your use of google location services is subject to google's terms of use, available at [http://www.google.com/intl/en\\_us/help/terms\\_maps.html](http://www.google.com/intl/en_us/help/terms_maps.html), and google's privacy policy, available at <https://www.google.com/intl/all/policies/privacy/index.html>
- (vi) go code location services. Some of the services implement the go code location services. Your use of go code location services is subject to terms of use, available at <https://www.gocodes.com/terms-and-conditions>
- (vii) google analytics. Some of the services implement the google analytics. Your use of google analytics is subject to google's terms of use, available at <https://marketingplatform.google.com/about/analytics/terms/us/>, and google's privacy policy, available at <https://www.google.com/intl/all/policies/privacy/index.html>

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7. Privacy policy. Sentrilock will collect, use, store, and disclose personal information in accordance with its privacy policy. Please consult the privacy policy for more information, which is incorporated into, and made a part of, these terms of use.

8. Indemnification. You agree to indemnify, defend, and hold harmless sentrilock, its affiliates, and their respective directors, officers, employees, and agents from any and all claims and demands made by any third party due to or arising out of: (a) your access to or use of the system or services; (b) your breach of these terms of use (as updated from time to time), any other policy published by sentrilock from time to time, or the system agreement; (c) your violation of any applicable law, rule, or regulation or the rights of a third party; (d) any dispute or issue between you and any third party, including any dispute between you and the authorizing client; (e) any data, information, or materials you upload to, or otherwise make available through, the system; (f) your willful misconduct; and (g) any other party's access to and/or use of the system or services using your account and password. Sentrilock reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in that case, you agree to pay for and cooperate with sentrilock's defense of that claim.

9. Limitation of liability/exclusive remedy/disclaimer of warranties.

(a) in no event will sentrilock be liable for any indirect, consequential, special, incidental, or punitive damages (including damages for loss of profits, goodwill, or any other loss) arising out of, based on, or resulting from these terms of use or your use or access, or inability to use or access, the system (or any component thereof) and services or any materials on the services or system, whether based on (i) breach of contract, (ii) breach of warranty, (iii) negligence, or (iv) any other cause of action, even if sentrilock has been advised of the possibility of such damages.

(b) without limiting the foregoing, to the maximum extent permitted by applicable law, sentrilock shall not be liable or responsible to you for (i) errors, mistakes, or inaccuracies of materials displayed on the system or otherwise provided or published by sentrilock; (ii) personal injury or property damage, of any nature whatsoever, resulting from your or any other party's access to or use of the system and services; (iii) any unauthorized access to or use of your system account, our secure servers and/or any and all personal information stored therein; (iv) any interruption or cessation of transmission to or from the system or services; (v) any bugs, viruses, trojan horses, or the like that may be transmitted to or through our system or services; (vi) any loss or damage incurred as a result of the use of any materials posted, emailed, transmitted, or otherwise made available through the system or services; (vii) user materials or the defamatory, offensive, or illegal conduct of any third party; or (viii) any claims related to sentrilock providing the "shared data" to "vendors", the use or misuse of the shared data by such vendors, or the use of an access code by you, the vendor, or any other third party. You understand and agree that the system and related services cannot guarantee unauthorized entry into a location. In no way shall sentrilock be liable for any damages or claims of any kind related to the failure of the system (or any component thereof) to secure any location or protect you or any other person, including without limitation, theft, property damage, personal injury, or death.

(c) without limiting the generality of the foregoing limitations, the maximum aggregate liability of sentrilock to you for all claims arising out of or relating in any way to the system or services, including without limitation, the use of or inability to use any portion of the system or services, whether in contract, tort, or otherwise, is limited to \$200. Some jurisdictions may not allow the exclusion or limitation of liability for certain damages, in which case you agree that it is the intent of you and sentrilock to limit sentrilock's liability to the maximum extent permitted by applicable law. Each provision of these terms of use that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is intended to and does allocate the risks between the parties under these terms of use. This allocation is an essential element of the agreement of the parties. The limitations in this section will apply even if any limited remedy fails its essential purpose.

(d) sentrilock makes no representations or warranties, either express or implied, with respect to the system, the services, the sentrilock materials, or any component thereof. All warranties, including without limitation, implied warranties of merchantability and fitness for a particular purpose, and all warranties arising from course of dealing or usage of trade, are hereby excluded. In no event may any employee, authorized distributor, or representative modify or extend the provisions of this section in oral or written form.

10. Choice of law; disputes. These terms of use are governed by the laws of the state of ohio, without giving effect to its conflict of laws provisions. You agree to submit to the personal and exclusive jurisdiction and venue in the state and federal courts sitting in west chester, ohio for any and all disputes, claims and actions arising from or in connection with the services and/or these terms of use. Sentrilock operates the system and services from its offices in ohio, and makes no representation that the system or services are appropriate or available for use in other locations.

11. Consent to communications. By using the system or services, you consent to receiving certain electronic communications from sentrilock. You agree that any notices, agreements, disclosures, or other communications that sentrilock sends to you electronically will satisfy any legal communication requirements, including that those communications be in writing. The system and services may provide web forms, links, or contact information, including phone numbers, that can connect you with sentrilock. Communications through these methods may be routed through a third-party service ("communications service"). Calls are recorded and may be monitored for quality assurance and customer service purposes. You will be notified at the beginning of a call if it may be recorded or monitored. You consent to such recording and monitoring by sentrilock. You consent to these practices by sentrilock and the communications service. The information provided by you through such communication service is subject to sentrilock's privacy policy. Email management. You may receive emails from sentrilock for a variety of reasons - for example, if you took an action through the system or services, you signed up for a regular reports, or you listed a property and the showing agents/buyers agent sent you a message. If you have an account with sentrilock, you can select your preferences through your account settings. Also, you can manage your receipt of some types of communication. Please note that, even if you unsubscribe from certain email correspondences, we may still need to email you with important transactional or administrative information.

12. Contact information and license disclosures. The services are offered by sentrilock are located at 7701 service center drive, west chester ohio 45069. You may contact sentrilock by sending correspondence to that address or emailing [privacy@sentrilock.com](mailto:privacy@sentrilock.com).

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Agent Name – Print	Agent Signature	Date
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Agent Email address	Agent Cell phone
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Broker Name – Print	Broker Signature	Date
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Office Name