

## Places for Less Terms of Use

These Places for Less Terms of Use are effective as of May 6, 2019. Your continued use of the Services constitutes your acceptance of these updated policies.

Welcome to Places for Less. Places for Less.com, Places for Less.ca and the Places for Less Applications (as defined below) (collectively, the "Sites"), together with the services provided through the Sites (collectively the Sites and services are the "Services"). The Services are owned and operated by Places for Less Corporation, a technology-powered real estate brokerage headquartered at 625 Massachusetts Ave, Cambridge, MA 02139.

**PLEASE NOTE: WHERE PERMITTED BY APPLICABLE LAW, THIS AGREEMENT CONTAINS A BINDING AND FINAL ARBITRATION PROVISION AND CLASS ACTION WAIVER (SECTION 15). PLEASE READ THESE TERMS CAREFULLY. BY ENTERING INTO THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU UNDERSTAND THIS AGREEMENT (INCLUDING THE DISPUTE RESOLUTION AND ARBITRATION PROVISIONS IN SECTION 15) AND AGREE TO ALL OF ITS TERMS. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT USE OR ACCESS THE SERVICES.**

These Terms of Use ("Terms"), in addition to Places for Less's privacy policy, and other applicable policies, serve as the "Agreement" between you and Places for Less regarding the Services, and provide important information to you, including information about your obligations when using the Services, about content you access through the Services, about content you contribute to the Services, and about the limits of our liability to you. By accessing, downloading, or using any portion of the Services, you signify that you accept the terms of the Agreement. If you do not accept, then please do not use the Services.

*If you want to list an apartment rental with Places for Less, then you will need to enter into a listing agreement or buyer agreement to become a Places for Less client; these agreements are not covered here.*

## These Terms contain the following sections:

1. Permissible Use of the Services
2. Registration and Account Use
3. Places for Less Applications
4. How Places for Less May Communicate with You
5. Third Party Sites and Linked Materials
6. Equal Housing Opportunity
7. Intellectual Property Ownership and License
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### 1. Permissible Use of the Services.

A. Who can Use the Services. You must be: 1) at least the age of majority in the state, province, or territory where you live to use the Services, 2) If you are under 13 years old, do not use the Services.

B. Unless you are a licensed real estate agent ("Agent"), you agree:

- to use the Services, including without limitation any listing information you obtain through the Services, only for your personal use and not for commercial uses;
- that you are entering a lawful consumer-broker, seller/buyer-brokerage, or similar relationship with Places for Less (as defined by applicable state or provincial/territorial law);
- you have a bona fide interest in the purchase, sale, or lease of real estate on the Places for Less website;
- that you will not copy, redistribute, retransmit or otherwise use any of the information provided except in connection with your consideration of the purchase or sale of an individual property;
- that you will not, directly or indirectly, display, post, disseminate, distribute, publish, broadcast, transfer, sell, or sublicense, any information provided through the Services to another individual or entity. This prohibition expressly includes "scraping" (including screen and database scraping), "data mining", or any other

activity intended to collect, store, re-organize, summarize, or manipulate any information provided or any related data; and

- you acknowledge that the individual multiple listing service (MLS), which supplies the listing data, owns such data and you acknowledge the validity of the MLS's system, and the MLS's proprietary rights and copyright to such data or any related data.

**C. Commercial Use.** Homeowners and non-Places for Less Agents may only make commercial use of the Services by posting listing information about their or their client's home (e.g., posting or updating a client's residential real estate listing).

**D. Residential Real Estate Only.** You are authorized to use the Services only for residential real estate transactions, and not for commercial real estate transactions of any kind.

**E. No Copying, Distributing or Creating Derivative Works.** You agree not to copy, distribute, display or create derivative works from, decompile, disassemble or reverse engineer any portion of the Services. You also agree not to remove or modify any copyright or other intellectual property notices that appear in the Services.

**F. No Scrubbing or Scraping.** Publicly available search engine providers may crawl or query the Services only for the purpose of creating an index with links to the Services' web pages to generate web search engine results. All other automated queries of the Services (including screen and database scraping, spiders, robots, crawlers and any other automated activity with the purpose of obtaining information from the Services) is strictly prohibited, unless you have received prior express written permission from Places for Less.

**G. No Right to Reproduce.** Except as expressly stated herein, this Agreement does not provide you a license to use, reproduce, distribute, display or provide access to any portion of the Services on third-party Web sites or otherwise.

**F. No Ownership Claims.** You will not assert ownership rights of any kind in the listing information or any related data of any MLS that you view or obtain through the Services.

## **2. Registration and Account Use.**

You must register for a Places for Less account for access to certain account features. By registering for a Places for Less account you are entering into this Agreement. You are responsible for all activities related to the Services that occur through your account.

It is your responsibility to keep your Places for Less profile information and any information associated with your account accurate. You agree to keep your password confidential, not use others' accounts, nor permit others to use your account. In the event that your username, password or account is used without your consent or that you discover any other breach of security, you agree to promptly notify us. We are not responsible for your failure to comply with this clause, or for any delay in shutting down your account. Places for Less reserves the right to terminate accounts in its discretion.

### **3. Places for Less Applications.**

Places for Less offers the Services in multiple formats, including through applications built using the Places for Less platform ("Places for Less Applications"). Examples of Places for Less Applications include, without limitation, its mobile applications (including, but not limited to, Places for Less for Android, Places for Less for iPad, or Places for Less for iPhone), and Places for Less "Share" buttons, which allow you to share your activities on the Sites with your friends using social media or email. You acknowledge you are responsible for all charges and necessary permissions related to accessing Places for Less and its Services through your mobile and/or internet service provider.

### **4. How Places for Less May Communicate with You.**

For purposes of responding to you and providing you with information and notices about your account or the Services (such as information about homes you might be interested in), you agree that this Agreement constitutes a written contract and an existing business relationship between you and Places for Less, and that Places for Less may communicate with you, including through automated systems such as an automatic telephone dialing or text messaging system, using the contact information associated with your Places for Less account or Places for Less Applications, including your device ID, email, mobile number, telephone, or the postal address you provided (if any). Please review your account settings or settings on your mobile device to control what kind of messages you receive from Places for Less. Places for Less has no liability arising from your failure to maintain accurate contact or other information, including, but not limited to, your failure to receive critical information about the Services. Through the Services, you can make requests for home tours, real estate agent contact, help selling or buying a home or other requests. By making those or similar requests, you authorize Places for Less to share your personal information including your contact information, home search history, favorites and saved searches, with a real estate professional (a Places for Less Agent or staff member) for the purpose of responding to your request. When you make such a request to Places for Less you are extending an express invitation for

Places for Less, or another appropriate entity or person, to contact you in response to your request. Places for Less may send you messages, including without limitation email, text messages/SMS, push notifications, telephone calls, and direct mail, relating to your account or your use of the Services. Places for Less will not send you messages for marketing purposes without first receiving your prior express consent.

### **5. Third Party Sites and Linked Materials.**

Places for Less may include links to third party websites ("Third Party Sites") in the Services. You should review any applicable terms or privacy policy of a Third Party Site before using it or sharing any information with it, because you may give the third-party permission to use your information in ways we would not. Places for Less is not responsible for and does not endorse any features, content, advertising, products or other materials on or available from Third Party Sites.

### **6. Equal Housing Opportunity.**

Places for Less is pledged to the letter and spirit of U.S. policy for the achievement of equal housing opportunity throughout the areas we serve, and to compliance with all applicable human rights legislation. We encourage and support an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, color, religion, sex, sexual orientation, gender identity or expression, handicap, familial status, national origin, or other legally protected group.



### **7. Intellectual Property Ownership and License.**

**A.** Copyright All materials (including source code, data, images, and other content) contained in the Services, including the selection and arrangement of the materials, are owned by Places for Less or are licensed by Places for Less for use on the Sites and/or in connection with the Services or in any other media. The Services feature Google Maps, please review their [privacy policy](#), [legal notices](#) and [terms of use](#). Portions of the Services are modifications based on work created and shared by Google and used according to terms described in the Creative Commons 3.0 Attribution License.

**B. Data** The MLS data on our Sites is the property of the individual MLSs providing the data. These MLSs have granted Places for Less the necessary licenses to display the MLS data on the Sites.

**C. Other Intellectual Property** Places for Less also owns trade secrets and know-how that contribute to the functionality of the Services.

**D. Restrictions** Except as enabled and directed on the Services, you may not modify, decompile, reproduce, redistribute, attempt to commercially gain from your use (or misuse) of the Services or any of their components. You may not buy any ads or use any meta-tags or other hidden text using the Places for Less name without our specific, prior written permission. We may revoke your permission to access and use the Sites or Services, and we may block or prevent you from accessing the Sites or Services, in our sole discretion without notice. If you violate this Agreement, your permission to access and use the Sites or Services is automatically revoked.

**E. Reservation of Rights** Except for the limited license granted above, Places for Less reserves all of its intellectual property rights in the Sites and Services. This Agreement does not grant you any right or license with respect to any trademarks and logos.

**F. Information Aggregation.** Places for Less is not responsible for any errors in displayed information or delays in displaying information.

## **8. Termination.**

You may deactivate your account at any time. After you deactivate your account, you will no longer have access to the Services. If you'd like to deactivate your account, please visit your account settings or contact us at [contact@placesforless.com](mailto:contact@placesforless.com). Places for Less may terminate this Agreement or your account at any time, with or without notice, in its sole discretion.

You hereby acknowledge and agree that Places for Less reserves the right at any time to modify or discontinue the whole, or any part of, the Services, without notice, and that we will not be responsible or liable, directly or indirectly, to you or any other person or entity for any loss or damage of any kind incurred as a result of any such modifications or discontinuance.

## **9. Indemnification.**

To the fullest extent permissible under applicable law, you agree to indemnify Places for Less and hold Places for Less harmless for all damages, losses and costs (including, but not limited to, reasonable attorneys' fees and costs) related to all third party claims, charges, and investigations, directly or indirectly caused by (a) your failure to comply with this Agreement, including, without limitation, your submission of content that violates third party rights or applicable laws, (b) any Submissions or information you

provide to the Services, and/or (c) any activity in which you engage on the Places for Less Sites or using the Places for Less Services.

## **10. Disclaimers.**

Places for Less PROVIDES THE SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS. Places for Less DOES NOT CONTROL OR VET THIRD-PARTY GENERATED CONTENT FOR ACCURACY. WE DO NOT PROVIDE ANY EXPRESS WARRANTIES, CONDITIONS, OR REPRESENTATIONS. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, PLACES FOR LESS AND ITS SERVICE PROVIDERS DISCLAIM ANY AND ALL IMPLIED WARRANTIES, CONDITIONS, AND REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY OF DATA, AND NONINFRINGEMENT. IF YOU ARE DISSATISFIED OR HARMED BY PLACES FOR LESS OR ANYTHING RELATED TO PLACES FOR LESS OR ITS SERVICES, YOU MAY DEACTIVATE YOUR PLACES FOR LESS ACCOUNT AND TERMINATE THIS AGREEMENT IN ACCORDANCE WITH SECTION 9 ("TERMINATION") AND SUCH TERMINATION SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY. PLACES FOR LESS IS NOT RESPONSIBLE, AND MAKES NO REPRESENTATIONS OR WARRANTIES FOR THE DELIVERY OF ANY MESSAGES (SUCH AS POSTING OF ANSWERS OR TRANSMISSION OF ANY SUBMISSIONS OR OTHER THIRD-PARTY CONTENT) SENT THROUGH PLACES FOR LESS TO ANYONE. ANY MATERIAL, SERVICE, OR TECHNOLOGY DESCRIBED OR USED ON THE SITES MAY BE SUBJECT TO INTELLECTUAL PROPERTY RIGHTS OWNED BY THIRD PARTIES WHO HAVE LICENSED SUCH MATERIAL, SERVICE, OR TECHNOLOGY TO US. PLACES FOR LESS DOES NOT HAVE ANY OBLIGATION TO VERIFY THE IDENTITY OF THE PERSONS SUBSCRIBING TO ITS SERVICES, NOR DOES IT HAVE ANY OBLIGATION TO MONITOR THE USE OF ITS SERVICES BY OTHER USERS OF THE COMMUNITY; THEREFORE, PLACES FOR LESS DISCLAIMS ALL LIABILITY FOR IDENTITY THEFT OR ANY OTHER MISUSE OF YOUR IDENTITY OR INFORMATION BY OTHERS. PLACES FOR LESS DOES NOT GUARANTEE THAT THE SERVICES IT PROVIDES WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS IN FUNCTIONING. THE OPERATION OF THE SERVICES MAY BE INTERRUPTED DUE TO MAINTENANCE, UPDATES, OR SYSTEM OR NETWORK FAILURES. PLACES FOR LESS DISCLAIMS ALL LIABILITY FOR DAMAGES CAUSED BY ANY SUCH INTERRUPTION OR ERRORS IN FUNCTIONING. FURTHERMORE, PLACES FOR LESS DISCLAIMS ALL LIABILITY FOR ANY MALFUNCTIONING, IMPOSSIBILITY OF ACCESS, OR POOR USE CONDITIONS OF THE SITES DUE TO INAPPROPRIATE EQUIPMENT, DISTURBANCES RELATED TO



INTERNET SERVICE PROVIDERS, TO THE SATURATION OF THE INTERNET NETWORK, AND FOR ANY OTHER REASON. ANY SERVICES DESCRIBED ON THE SITES ARE OFFERED IN JURISDICTIONS WHERE THEY MAY BE LEGALLY OFFERED. THE INFORMATION ON THE SITE OR IN THE SERVICES IS NOT AN OFFER OR SOLICITATION BY ANYONE IN ANY JURISDICTION IN WHICH AN OFFER OR SOLICITATION CANNOT LEGALLY BE MADE, OR TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE A SOLICITATION.

COMMENTS OR OPINIONS EXPRESSED ON THE SITE ARE THOSE OF THEIR RESPECTIVE SITE USERS ONLY. THE VIEWS EXPRESSED ON THE SITE AND IN SUBMISSIONS DO NOT NECESSARILY REPRESENT OR REFLECT THE VIEWS OF PLACES FOR LESS. PLACES FOR LESS IS NOT RESPONSIBLE FOR, AND DISCLAIMS ALL LIABILITY IN RELATION TO, THE SUBMISSIONS POSTED, UPLOADED OR OTHERWISE SUBMITTED TO OR THROUGH THE SITE.

### **11. Limitation of Liability.**

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT WILL PLACES FOR LESS OR ANY SERVICE PROVIDERS BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF, BASED ON, OR RESULTING FROM THIS AGREEMENT OR YOUR USE OF THE SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION OF DAMAGES UNDER THIS PARAGRAPH IS INDEPENDENT OF YOUR EXCLUSIVE REMEDY SET FORTH BELOW AND SURVIVES IN THE EVENT SUCH REMEDY FAILS OF ITS ESSENTIAL PURPOSE OR IS OTHERWISE DEEMED UNENFORCEABLE. THESE LIMITATIONS AND EXCLUSIONS APPLY WITHOUT REGARD TO WHETHER THE DAMAGES ARISE FROM (A) BREACH OF CONTRACT, (B) BREACH OF WARRANTY, (C) NEGLIGENCE, OR (D) ANY OTHER CAUSE OF ACTION, TO THE EXTENT SUCH EXCLUSION AND LIMITATIONS ARE NOT PROHIBITED BY APPLICABLE LAW. IF YOU DO NOT AGREE WITH ANY PART OF THIS AGREEMENT, OR YOU HAVE ANY DISPUTE OR CLAIM AGAINST Places for Less OR ITS SERVICE PROVIDERS WITH RESPECT TO THIS AGREEMENT OR THE SERVICES, THEN YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICES.

### **12. Release.**

You release Places for Less, its affiliates, and their respective directors, officers, employees and agents from all liability related to any and all claims and demands you may assert against any third party arising out of the Services. If you are a California



resident, you waive California Civil Code Section 1542, which states, "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

### **13. Agreement to Arbitrate and Class Action Waiver.**

THIS SECTION 15 APPLIES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND IS VOID WHERE PROHIBITED BY LAW.

A. Informal Negotiations. To expedite resolution and reduce the cost of any dispute, controversy or claim arising between you and Places for Less (each a "Claim" and collectively "Claims"), you and Places for Less agree to first attempt to negotiate any Claim (except those Claims expressly excluded below) informally for at least thirty (30) days before initiating any arbitration or court proceeding. Such informal negotiations will commence upon written notice. Your address for such notices is your personal home address, with an email copy to the email address you have provided to Places for Less. Places for Less's address for such notices is: Places for Less Legal Department, 625 Massachusetts Ave, Cambridge, MA 02139. If necessary to preserve a Claim under any applicable statute of limitations, you or Places for Less may initiate arbitration while engaging in the informal negotiations.

B. Binding Arbitration and Class Action Waiver. It is hereby acknowledged and agreed that this Section 15 is governed, in all respects, both procedurally and substantively, by the United States Federal Arbitration Act. You and Places for Less agree to submit to mandatory binding arbitration any and all Claims that may be compelled to arbitration under this Agreement as a matter of applicable law. Claims covered by this Section 15 include all claims under any federal, state, provincial/territorial, or local laws, except individual claims brought in small claims court as described below.

Further, except as noted below, to the fullest extent permitted by law, you and Places for Less agree that no class, collective, aggregate, or representative actions can be asserted in arbitration, litigation, or otherwise ("Class Action Waiver"). All Claims must be brought solely in your or Places for Less's individual capacity, and not as a plaintiff or class member in any purported class, representative, aggregated, or collective proceeding.

SUBJECT TO THE ABOVE THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO CLAIMS COVERED BY THIS AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES FURTHER WAIVE ANY RIGHTS THEY MAY HAVE TO PURSUE OR PARTICIPATE IN A CLASS, COLLECTIVE, AGGREGATE, OR REPRESENTATIVE ACTION PERTAINING TO ANY SUCH CLAIMS BETWEEN THEM.

If the Class Action Waiver, or any other provision of this Section 15 requiring that Claims be brought only on an individual basis and not on a class, collective, or representative basis, is determined to be invalid or unenforceable with respect to any particular Claim, then that Claim shall not proceed in arbitration but rather will be resolved in a court of competent jurisdiction. If that happens, however, the arbitration provisions in this Section 15 will still be fully enforceable as to all other Claims, which must be resolved in arbitration on an individual basis. Any arbitrable Claims will be resolved before non-arbitrable Claims, which the parties will jointly request to be stayed pending the conclusion of arbitration.

Nothing in this Section 15 precludes any party from filing or participating in administrative proceedings before state, provincial/territorial, or federal agencies to address alleged violations of law enforced by those agencies. Further, to the extent a party would have to file a timely administrative charge or complaint as a prerequisite to filing a Claim in court, the party must do the same before submitting a Claim to arbitration under this Agreement. Upon receipt of a right-to-sue letter or similar administrative determination, however, the Claim can only be resolved in individual arbitration pursuant to the terms of this Agreement.

This Section 15 also does not prevent any party from applying to a court of competent jurisdiction for any interim or provisional relief available under the law that is necessary to protect the rights of that party, pending the establishment of the arbitral tribunal. This Section 15 further does not prevent any party from filing any Claim that otherwise qualifies in small claims court on an individual basis.

C. Equitable Remedies. Except for individual Claims brought in small claims court, the arbitrator shall determine all issues of liability on the merits of any Claim asserted by you or Places for Less, and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual Claim. To the extent that you or Places for Less prevail on a Claim in arbitration and seek injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the general public, the entitlement and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual Claims in arbitration.

D. Rules and Logistics Governing Arbitration. The arbitration shall be conducted through JAMS before a single neutral arbitrator mutually selected by the parties, or, if they cannot agree, pursuant to JAMS Streamlined Arbitration Rules and Procedures ("JAMS Rules"). The arbitrator shall also have the sole and exclusive authority to determine the enforceability, interpretation, and implementation of this Agreement, as well as the arbitrability of disputes under this Agreement, except that the enforceability and

interpretation of the Class Action Waiver shall be decided solely by a court of law having jurisdiction over the issue. The arbitrator shall issue a written decision that contains the essential findings and conclusions on which the decision is based.

Each party will pay the fees for his, her or its own attorneys, subject to any remedies to which that party may later be entitled under applicable law. When initially filing an arbitration with JAMS you will be required to pay a \$250 filing fee (or the then-current JAMS filing fee). If you cannot afford this fee, Places for Less will reimburse you for it. Places for Less will pay any other costs unique to arbitration, including the arbitrator's fees.

A demand for arbitration must be in writing and delivered by hand or first class mail to the other party within the applicable statute of limitations period. Any demand for arbitration shall be provided to Places for Less's Legal Department, 625 Massachusetts Ave, Cambridge, MA 02139. Any demand for arbitration made by Places for Less shall be provided to the last address on file with Places for Less. The arbitrator shall resolve all disputes regarding the timeliness or propriety of the demand for arbitration.

In arbitration, the parties will attempt to agree on the procedural rules to be used to govern the arbitration proceeding to the extent such rules are not already set out in this Agreement, subject to approval by the arbitrator. If the parties cannot reach such an agreement, JAMS Rules shall apply. In all cases, the parties shall have the right to conduct adequate civil discovery, bring dispositive motions, and present witnesses and evidence as needed to present their cases and defenses, consistent with the expedited nature of arbitration, and any disputes in this regard shall be resolved by the arbitrator. In all cases, you may choose to have the arbitration proceeding conducted in the jurisdiction in which you reside, at another mutually agreed upon location, or entirely by phone.

Within 30 days of the close of the arbitration hearing, any party will have the right to prepare, serve on the other party and file with the arbitrator a brief. The arbitrator may award any party any remedy to which that party is entitled under applicable law, but, to the extent permitted by applicable law, such remedies shall be limited to those that would be available to a party in his, her or its individual capacity in a court of law for the claims presented to and decided by the arbitrator, and no remedies that otherwise would be available to a party in his, her or its individual capacity in a court of law will be forfeited by virtue of this Agreement. The arbitrator will issue a decision or award in writing, stating the essential findings of fact and conclusions of law. Except as may be permitted or required by law, as determined by the arbitrator, or as necessary to confirm or enforce the arbitrator's award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties. A court of competent jurisdiction shall have the authority to enter a judgment upon the award made pursuant to the arbitration.

## 14. Claims of Copyright Infringement.

If you are a copyright holder and believe your work has been used on the Sites in a way that constitutes copyright infringement, please contact our Copyright Agent with the following information:

- Your name, address, phone number, and email address, so that we can reach you;
- Identification of the copyrighted work(s) you believe to be infringed;
- Identification of the material on the Sites you believe is infringing, including a location description (e.g., a URL);
- A statement, made under penalty of perjury, that you are the copyright owner or are authorized to act on the copyright owner's behalf, and that the information you provided is accurate;
- A statement that you have a good-faith belief the disputed use is not authorized by the copyright owner, its agent, or the law;
- A physical or electronic signature; and
- Send your infringement notices to:  
Copyright Agent  
Places for Less Legal Department  
625 Massachusetts Ave,  
Cambridge, MA 02139  
Email: [contact@Placesforless.com](mailto:contact@Placesforless.com)

If your Submission is removed or access to it is disabled and you believe in good faith that a claim has been wrongly made against you, you may submit a counter-notification to Places for Less. Your counter-notification must be in writing and sent to our Copyright Agent, whose address is above. Your counter-notification must contain the following information:

- Your physical or electronic signature;
- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
- Your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which you are located, or if you are outside of the United States, for any judicial district in which Places for Less may be found, and that you will accept service of process from

the person who notified Places for Less of the alleged infringement or an agent of such person.

It is expected that all users of any part of the Services will comply with applicable copyright laws. However, if Places for Less is notified of claimed copyright infringement, or otherwise becomes aware of facts and circumstances from which infringement is apparent, it will respond expeditiously by removing, or disabling access to, the material that is claimed to be infringing or to be the subject of infringing activity. Places for Less will comply with the appropriate provisions of applicable law in the event a copyright notification or counter notification is received by its designated agent.

Under appropriate circumstances, Places for Less may, in its sole discretion, terminate authorization of users of the Services who are repeat infringers. If you believe that a user is a repeat infringer, please follow the instructions above to contact Places for Less and provide information sufficient for us to verify that the user is a repeat infringer.

## **15. Additional Legal Terms.**

A. Severability If any provision of this Agreement is found by a court of competent jurisdiction or arbitrator to be illegal, void, or unenforceable, the unenforceable provision will be modified so as to render it enforceable and effective to the maximum extent possible in order to effect the intention of the provision.

B. Notices You may contact us [here](#). Or via mail or courier at: Places for Less Corporation ATTN: 625 Massachusetts Ave, Cambridge, MA 02139.

C. Entire Agreement You agree that this Agreement constitutes the entire, complete and exclusive agreement between you and Places for Less regarding the Services and supersedes all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of this Agreement. You also may be subject to additional terms and conditions that may apply when you use or receive certain Places for Less services.

D. Amendments to This Agreement We reserve the right to modify, supplement, or replace all or any portion of the terms of this Agreement at any time without incurring any liability or obligation whatsoever to you or any other person or entity. We will notify registered users of any material changes to the Agreement before they take effect (or promptly thereafter) so that you can decide whether to continue using the Services. In addition, if you have registered under this Agreement, where required by applicable law, or otherwise at our discretion, we will provide you notice of the change using email and/or your mailing address, or any other contact information we have for you in our discretion. Before the change comes into effect, you may terminate the Agreement rather than accept the change. If you do not want to agree to changes to this Agreement before the changes take effect, you can terminate this Agreement at any time per

Section 10 (Termination). To the fullest extent permitted by applicable law, your choosing not to terminate the Agreement, or choosing to enter it, following any change constitutes your full acceptance of, and agreement to be legally bound by, the Agreement, as modified. Subject to our right to make modifications, no other statements (written or verbal) will change the Agreement. You may not make any changes to the Agreement.

E. No Waiver Our failure to act with respect to a breach of this Agreement by you or others does not waive our right to act with respect to that breach or subsequent similar or other breaches.

F. Assignment and Delegation You may not assign or delegate any rights or obligations under the Agreement. Any purported assignment and/or delegation by you shall be ineffective. We may freely assign or delegate all rights and obligations under the Agreement, fully or partially without notice to you. We may also substitute, by way of unilateral novation, effective upon notice to you, Places for Less for any third party that assumes our rights and obligations under this Agreement.

G. Alpha and Beta Testing The Services include any alpha or beta testing or other evaluation or use of products and services, features, functionality, and all components thereof (whether in final or pre-release form) that we may conduct ("Testing"). Except to the extent otherwise provided in another agreement between you and Places for Less, your participation in any Testing and use of any content, information, or other materials in connection with such Testing shall be subject to this Agreement.

H. Potential Other Rights and Obligations You may have rights or obligations under local law other than those enumerated here if you are located outside the United States.

I. Complaints Regarding Content Posted on the Places for Less Website For non-copyright complaints, you may notify us at [contact@placesforless.com](mailto:contact@placesforless.com)

J. International Matters Places for Less is controlled and operated from Places for Less's United States offices in Massachusetts. We make no representation that the Services are appropriate or available for use in any particular country or location. Those who choose to access Places for Less do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. The Services, including software from Places for Less, is further subject to United States export controls. No Services, including software from Places for Less, may be downloaded or otherwise exported or re-exported in violation of any applicable law, rule or regulation.

K. Governing Law. For users who are residents of the United States, this Agreement, any related matters, and any disputes arising under or related thereto (whether for breach of contract, tortious conduct or otherwise) will be governed by the laws of the State of Massachusetts, without reference to its conflicts of law principles. Any legal actions, suits or proceedings will be brought exclusively in the courts of Suffolk County,

Massachusetts. You hereby accept and submit to the personal jurisdiction of these courts with respect to any legal actions, suits or proceedings, and waive any jurisdictional or venue defenses otherwise available.

## 16. MLS Terms of Use

Before we can show you pictures and prices of sold homes, or show you comments on active listings from Places for Less Agents, our MLS data providers require you to acknowledge that you're considering Places for Less as your real estate agent, broker or salesperson.

We know that sounds binding but remember: you have no obligation to work with a Places for Less Agent to buy, sell, or lease a property. You can choose to work with us or not.

Before proceeding to view the content made available through the Services, you must acknowledge all of the following:

- You are entering into a lawful consumer-broker, seller/buyer-brokerage, or similar relationship with Places for Less (as defined by applicable state or provincial/territorial law). You have no obligation to work with Places for Less and you can terminate your account with Places for Less any time. Any information you obtain from the Places for Less website is intended for your personal, non-commercial use.
- You have a bona fide interest in the purchase, sale, or lease of real estate on the Places for Less website.
- You will not copy, redistribute, or retransmit any of the information provided except in connection with your consideration of the purchase or sale of an individual property.
- You will not, directly or indirectly, display, post, disseminate, distribute, publish, broadcast, transfer, sell, or sublicense, any information provided through the Services to another individual or entity. This prohibition expressly includes "scraping" (including screen and database scraping), "data mining", or any other activity intended to collect, store, re-organize, summarize, or manipulate any information provided or any related data.
- You acknowledge that the individual multiple listing service (MLS), which supplies the listing data, owns such data and you acknowledge the validity of the MLS's system, and MLS's proprietary rights and copyright to such data and any related data.
- Places for Less also explicitly authorizes MLS employees, MLS members, or their duly authorized representatives to access Places for Less's website for the



purposes of verifying compliance with MLS rules and monitoring the display of participants' listings on Places for Less's site.

## 17. MLS Terms of Use

1. All real estate advertised herein is subject to the Federal Fair Housing Act which Acts make it illegal to make or publish any advertisement that indicates any preference, limitation, or discrimination based on race, color, religion, sex, handicap, familial status, or national origin.



## 18. Fee Disclosure

1. Apartment seekers utilizing Places For Less's services may be subject to the following fees:
  - **Broker Fee:** no more than one month's rent
  - **Application Fee:** no more than \$35
  - **First Month's Rent**
  - **Last Month's Rent**
  - **One Month's Security Deposit**
  - **Other move-in fees:** Including but not limited to: pet fees, move-in fee determined by landlord, key/lock fee, pet deposit, or other move-in costs.