

**Zap®**  
**Terms of Use**

Welcome to Zap, a service of ZapLabs LLC. This Agreement describes the terms of use for Zap. By accepting this Agreement or by accessing or using the Service, you (defined at the end of this Agreement) agree to be legally bound by this Agreement. Capitalized terms are defined in Section 17 below.

1. This Agreement

This Agreement is applicable to:

- Owner: The real estate brokerage that is registered with us as the owner of the Primary Account;
- Administrators: Individuals who are authorized by Owner to manage and operate the Primary Account on Owner's behalf; and
- Affiliated Agents: Individuals who are authorized by Owner to use the Service other than as an Administrator.

The terms "you" and "your" encompass Owner, Administrators, and Affiliated Agents. You represent that (i) you have the full right, power, and authority to enter into and perform this Agreement without the consent of any third party, and (ii) if you are an individual entering into the Agreement on behalf of Owner, you represent that you have the authority to legally bind Owner to the Agreement.

We may, in our sole discretion, amend this Agreement from time to time upon notice. Your continued use of the Service after any such change constitutes your acceptance of the amended Agreement. If you do not agree to any portion of this Agreement at any time, you must cease your access and use of the Service.

2. Use of the Service

A. Accounts. You must register, maintain, and create an Account. You are responsible and liable for all activities conducted in connection with your Account, and the accuracy of all information relating thereto, including contact, technical and payment information, and your login credentials.

You will promptly (i) update any Account information when it changes, and (ii) notify us of any unauthorized use of your Account, including any security or data breach. You may only connect to the Service through your Account and in accordance with our access procedures. You will not allow an Account to be shared or used by more than one individual. By providing us with your email address you consent to us sending you Service-related notices. Owner is solely responsible for designating and decommissioning Accounts, and for the acts and omissions of any User in respect of an Account, the Service, and compliance with the Agreement. ***A breach of the Agreement by any User will be deemed to be a breach by Owner, and you agree that we may take action against Owner, the User or both parties if a User breaches this Agreement.***

B. Service Rules. You will use the Service strictly in accordance with this Agreement, all Documentation, the Franchise Agreement, Service Terms of Use, Privacy Policies, and Applicable Law. Further, you will not engage in any of the following prohibited activities: (i) use the Service in violation of any third party license or agreement; (ii) use the Service to collect, process, or store bank account information, credit or debit card information, personally identifiable information pertaining to children under 13, or health or medical information (including 'Protected Health Information' as defined in the Health Insurance Portability and Accountability Act of 1996); (iii) sublicense, sell, transfer, assign, distribute, republish, rent, lease or transmit in any form or by any means any part of the Service; (iv) use, modify, copy, or create derivative works from the Service or Marks without the applicable Zap Entity's prior written permission; (v) frame,

mirror, embed or otherwise incorporate any portion of the Service in any other service or product; (vi) reverse engineer, decompile, or disassemble any part of the Service, or use or access any part of the Service in connection with any other product or service using features, functions or graphics similar to any part of the Service; (vii) remove, obscure, or alter any Intellectual Property Rights notice related to any part of the Service or Marks; (viii) send or store unsolicited, infringing, harassing, obscene, threatening, harmful, defamatory, or otherwise unlawful Content; (ix) facilitate the transmission or use of any: (a) malicious code (including malware, viruses, worms, and Trojan horses); (b) traps, time bombs, or other code with a latent ability to disable or cripple software or services; or (c) code that would allow any party to interfere with or access any of portion of the Service; (x) interfere with or disrupt the integrity or performance of the Service; (xi) attempt or assist others to attempt to gain unauthorized access to the Service or its related systems or networks; or (xii) use the Service in any way not expressly authorized by this Agreement.

C. Service Changes; Suspension. We may, without prior notice, change the Service, stop or suspend access to any or all of the Service, or create usage limits for the Service. Your continued use of the Service after any change or limitation constitutes your acceptance thereof.

D. Monitoring; Records. We have the right, but not the obligation, to review and monitor your use of the Service at any time, with or without notice, including Communications, to ensure compliance with this Agreement and the Franchise Agreement. Upon written notice, you will promptly provide us copies of records related to your performance under this Agreement.

E. User Content and Behavior. Because we do not control Content (as defined below), you acknowledge and agree that we are not responsible for any Content and we make no guarantees

regarding the accuracy, currency, suitability, or quality of any Content. Your interactions with Users and Consumers are solely between you and such Users and Consumers. You agree that we will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any User or Consumer, we are under no obligation to become involved.

F. Your Representations. You represent and warrant that (i) you are entitled to grant the rights and licenses to Content under this Agreement and no Content will infringe any party's Intellectual Property Rights or violate Applicable Law, including in respect of the collection of personal data and MLS Feeds; (ii) you will not sell, license, or transfer to any party other than a Zap Entity any information obtained through the Service; (iii) you have the right and authority to enter into this Agreement, and that by entering into or executing your obligations under this Agreement, you will not be in breach or violation of the terms of any agreement with or obligation to any third party. If you are Owner, you further represent and warrant that you (i) are and will remain in good standing under the laws of the jurisdiction in which you are organized and in such other additional jurisdictions where you are required to be and remain in good standing in connection with your real estate brokerage business or otherwise, and (ii) are and will remain in good standing under your Franchise Agreement and any other agreements with or obligations to any other Zap Entity.

### 3. Licenses.

A. License to You. Subject to this Agreement, we grant you a non-exclusive, non-sublicenseable, nontransferable, limited right, solely during the term of the Agreement, to access and use the Service solely for your business purposes limited to real estate brokerage and related activities.

B. License to Us. You grant to the Zap Entities a non-exclusive,

sublicensable, transferable, perpetual, irrevocable, royalty-free, worldwide license to use, develop, transmit, distribute, modify, reproduce, publically display, and create derivative works of any Content (as defined below) to provide, develop, maintain, support, and improve the Service and Franchisor's services.

4. Ownership Rights.

A. Our Ownership Rights. As between you and us, (i) we solely and exclusively own and will continue to own all right, title and interest in and to the Service and Marks; (ii) you will do nothing inconsistent with such ownership, including by challenging title or registering or attempting to register Marks or any similar trademarks; (iii) no title to or ownership in the Service or Marks, or any associated Intellectual Property Rights embodied therein, is transferred by implication to you under this Agreement; and (iv) any use of Marks by you that is permitted under this Agreement will inure to the benefit of and be on behalf of the applicable Zap Entity. You will promptly notify the applicable Zap Entity of any use of the Service or Marks by any party that is not authorized by this Agreement. If you provide any Zap Entity with Feedback, you assign to such entity all right, title and interest in and to such Feedback, including all Intellectual Property Rights therein, waiving all claims thereto, including claims of payment and credit.

B. Your Ownership Rights. As between you and us, and subject to Section 4(A), you own all right, title and interest in and to your Content.

5. Data. You agree that we and the other Zap Entities may collect, store, use, and distribute information in accordance with the Privacy Policies, including in respect of information and data regarding all Users and Consumers. You will comply with and consent to the Privacy Policies at all times.

6. Compliance and Industry Issues.

A. Compliance. ***We and the other Zap Entities do not provide compliance services.*** You agree that the Service is provided for your convenience only, and not for purposes of enabling you to meet your obligations under Applicable Law, the Franchise Agreement, and third party agreements. You are solely responsible for ensuring compliance with such obligations, including without limitation (i) Applicable Law relating to advertising and compliance of your MLS Feeds and (ii) communications-related Content, including those based on scripts and templates available in the Service, all as used in connection with the Service.

B. MLS Feeds. Portions of the Service, including Websites and Apps, may include MLS Feeds to the extent Owner has provided us access. We will develop Websites and Apps specifically for Owner, and Owner will have actual control of the content, design, and display of all MLS Listing information on the Websites and Apps.

C. Privacy Policy and Service Terms of Use. The recommended forms of Broker Privacy Policy and Service Terms of Use provided by us will be included on and apply to Websites and Apps. However, you will be solely responsible for providing to us all Broker-Specific Terms that are required by an MLS or Applicable Law to be included in the Service Terms of Use, and you will remain solely responsible for keeping the Broker-Specific Terms current at all times during the term of this Agreement by promptly providing updates of the Broker-Specific Terms to us. You acknowledge and agree that we and Franchisor will each be a third party beneficiary under the Service Terms of Use and the Privacy Policies, with the right to enforce the obligations set forth therein. We reserve the right, in our sole discretion and without prior notice to you, to update or change the recommended forms of Privacy Policies and/or Service Terms of Use from time to time.

7. Payment. If any amounts are due hereunder, you will pay us such amounts in accordance with invoices issued by us.

Pricing for any portion of the Service is subject to change upon our notice. Pricing excludes, and you will pay, all taxes, but neither party will pay income taxes of the other party. For any invoice you fail to pay by its due date, we may charge you a late penalty on the amount overdue each day it is overdue until it is paid, equal to the lesser of (a) the maximum legally permissible interest rate, and (b) an interest rate of five percent (5%). You may dispute an invoice in good faith, but must do so within thirty (30) days of the invoice date, otherwise you will be deemed to have irrevocably waived all rights and claims concerning such invoice. We may setoff amounts owed by you under this Agreement or any other obligation you have to any other Zap Entity.

8. NO WARRANTIES.

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. USE OF THE SERVICE HEREUNDER IS AT YOUR SOLE RISK. THE ZAP ENTITIES DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AS WELL AS ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE ZAP ENTITIES AND THEIR LICENSORS AND SUPPLIERS DO NOT WARRANT THAT ANY PORTION OF THE SERVICE, CONTENT THEREIN (INCLUDING WITHOUT LIMITATION ZAPSCORE AND SIMILAR FEATURES) OR MLS FEED IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR COMPLY WITH LAWS APPLICABLE TO YOU, YOUR INDEPENDENT CONTRACTORS, OR YOUR CUSTOMERS; THAT ANY PORTION OF THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED, BACKED UP, SECURE, OR FREE FROM BREACH OR INTERCEPTION OF DATA OR YOUR CONFIDENTIAL INFORMATION; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED;

OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE SERVICE IS DOWNLOADED AT YOUR OWN RISK. THE ZAP ENTITIES DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT, SERVICE, LINK OR ADVERTISEMENT OFFERED BY ANY THIRD PARTY THROUGH THE SERVICE OR ANY LINKED WEBSITE OR SERVICE, AND NO ZAP ENTITY WILL BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND ANY SUCH THIRD PARTY.

9. LIMITATION OF LIABILITY.

IN NO EVENT WILL ANY ZAP ENTITY OR ANY OF THEIR EMPLOYEES, LICENSORS, CONSULTANTS, CONTRACTORS, OR DIRECTORS, BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, LOSS OF REVENUES, LOSS OF PROFITS, LOSS OF DATA, OR FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR SIMILAR DAMAGES. THIS LIMITATION OF LIABILITY APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF ANY ZAP ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

The parties agree that the limitations specified in this section will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose. Each party acknowledges that the foregoing limitations are an essential element of the Agreement and a reasonable allocation of risk between the parties and that in the absence of such limitations the pricing and other terms set forth in this Agreement would be substantially different.

10. Indemnification.

A. Indemnification by Us. ZapLabs LLC will indemnify and hold you harmless from and against any third party Claims to the extent arising out of or in connection with a proven claim alleging that the Service directly infringes or misappropriates a copyright, trademark, or trade secret of a third party. However, we will have no indemnification obligation for any such Claims to the extent arising from (i) your use of the Service other than as expressly permitted under this Agreement; (ii) the combination of the Service with any of your or third party products, services, hardware, data, content, or business process unless the Claim would have arisen from the Service without such combination; (iii) Content; (iv) the modification of the Service by any party other than us; or (v) any Third Party Product. The foregoing is our sole and exclusive obligation for infringement claims.

B. Indemnification by You. You will indemnify, defend and hold us, including Franchisor, harmless from and against any and all Claims to the extent arising out of or in connection with (i) your breach of this Agreement; (ii) your fraud, negligence, omissions, and willful misconduct; (iii) your real estate brokerage business, including your provision of real estate brokerage and related services to a Consumer, including your use of the Service in connection therewith, and (iv) the Content and any other use of the Service.

C. Indemnification Procedure. Indemnification is conditioned on (i) the indemnified party providing the indemnifying party with prompt written notice of the relevant claim, and (ii) the indemnified party cooperating fully with indemnifying party, at the indemnifying party's expense, in the defense of any such claim. The indemnifying party will not, without the prior written consent of the other party, agree to any settlement of any such claim that does not include a complete release of the indemnified party from all liability with respect thereto or that imposes any liability, obligation or restriction on the indemnified party. The

indemnified party may participate in the defense of any claim through its own counsel, and at its own expense.

11. Third Parties. We may, in our sole discretion, (a) delegate or subcontract the performance of any portion of the Service to third party service providers, and (b) make available one or more Third Party Products to you in connection with the Service. Third Party Products may be separately licensed to you by their respective providers, and we make no representations or warranties of any kind, and assume no liability, for your use of such Third Party Products.

12. Confidentiality. Recipient may use Disclosing Party's Confidential Information solely to perform Recipient's obligations or exercise its rights hereunder. Recipient will not knowingly disclose, or permit to be disclosed, Disclosing Party's Confidential Information to any third party without Disclosing Party's prior written consent, except that Recipient may disclose Disclosing Party's Confidential Information solely to Recipient's employees and/or subcontractors who have a need to know and who are bound in writing to keep such information confidential pursuant to confidentiality agreements containing nondisclosure obligations substantially similar to those in this Agreement. Recipient agrees to exercise due care in protecting Disclosing Party's Confidential Information from unauthorized use and disclosure, and in any case will not use less than industry standard security measures and the degree of care a reasonable person would use. The foregoing will not apply to any information that: (i) is in the public domain through no fault of Recipient; (ii) was properly known to Recipient, without restriction, prior to disclosure by Disclosing Party; (iii) was properly disclosed to Recipient, without restriction, by another person with the legal authority to do so; (iv) Recipient independently develops without use of Disclosing Party's Confidential Information; (v) is expressly permitted to be disclosed pursuant to the terms of this Agreement; or (vi) is required to be disclosed pursuant to a judicial or

legislative order or proceeding; provided that, where possible, Recipient provides to Disclosing Party prior notice of the intended disclosure and an opportunity to respond or object thereto. Our Confidential Information includes this Agreement, our pricing, our Intellectual Property Rights, and the Service. Notwithstanding the foregoing, our obligations under this section are subject to the disclaimers set forth in Section 8 above.

13. Termination. This Agreement will continue in full effect unless and until your Account or this Agreement is terminated as described herein. Either party may terminate this Agreement for convenience, upon notice. Termination or expiration of your Franchise Agreement will automatically terminate this Agreement. Upon termination of the Agreement, the rights and licenses granted to you hereunder will immediately terminate. You will be solely responsible for ensuring your own continued access to data stored in Communications after termination, whether by retrieving such data from us within ten (10) days after termination or otherwise, and after such period, we will have no obligation to maintain or provide access to, and may delete all such data and other Content in our possession (except to the extent legally prohibited). Upon termination of this Agreement, you grant to us a non-exclusive, non-sublicenseable, non-transferable, irrevocable, and perpetual license to use the data and information collected by the Service under your Primary Account during the term of this Agreement, and to use such data and information in accordance with the Privacy Policies.

14. Third Party Beneficiary. You expressly acknowledge and agree that Franchisor has the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary thereof, and that Franchisor shall have the full benefits of this Agreement. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the

parties and as otherwise expressly stated herein.

15. Assignment. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you without our prior written consent, but may be assigned by us without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

16. General.

A. Nature of Relationship. The relationship of the parties under this Agreement will be that of independent contractors. Neither this Agreement as a whole or any part of this Agreement will render either party the agent, representative, servant, or employee of the other party. Each party acknowledges and agrees that this Agreement does not create a franchise relationship between the parties, and any such relationship with a Franchisor is entirely governed by any applicable Franchise Agreement except where expressly provided herein. Neither party has the power, express or implied, to bind the other party in any manner or to make representations on behalf of the other party regarding any matter. Except as stated in the Agreement, we will in no way be restricted from using or commercializing all or any portion of the Service or performing or receiving any services from any third party including services the same as or similar to Service provided or received in connection with this Agreement.

B. Governing Law and Venue. This Agreement will be governed by New Jersey law, without regard to the conflicts of law provisions of any jurisdiction. Any claims arising out of or in connection with this Agreement will be subject to the exclusive jurisdiction only in the state courts in Morris County, New Jersey, or in the United States District Court for the District of New Jersey; each party irrevocably submits to the personal jurisdiction and venue of, and agrees to service of process issued or authorized by, any such court in any such action or proceeding. NEITHER THE UNITED

NATIONS CONVENTION OF CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS NOR THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT WILL APPLY TO THIS AGREEMENT. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY AND CLASS ACTION STATUS IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

C. DMCA. You shall be responsible for handling and processing notices of alleged infringement by Content in accordance with the Digital Millennium Copyright Act (or any successors thereto or similar laws in foreign jurisdictions) ("DMCA") and shall promptly notify us if you become aware of any such notices or takedown requests. Notwithstanding the foregoing, without limiting our other rights and remedies hereunder, you agree that we may, but have no obligation to and without liability to us, act on your behalf to receive and respond to any DMCA notices we receive in accordance with DMCA policies applicable to your use of the Service.

D. Remedies. Except as provided in Sections 8 ("Representations and Warranties; Disclaimer") and 10 ("Indemnification"), the parties' rights and remedies hereunder are cumulative. You acknowledge that the Service contains our valuable trade secrets and proprietary information, that any breach of this Agreement relating thereto or to the Marks will constitute harm to us or any other Zap Entity for which monetary damages would be inadequate, and that injunctive relief is an appropriate remedy.

E. Notices. All notices and other communications to be given to any party hereunder will be sufficient for all purposes hereunder if in writing, properly addressed as set forth below in this section and delivered (a) by hand or courier (delivery of notice deemed to occur upon delivery), (b) if sent electronically on the date delivered to the authorized email address, (c) by overnight delivery service (delivery of notice deemed to occur upon

delivery and written confirmation thereof by such service), (d) by certified or registered mail, return receipt requested, with appropriate postage prepaid (delivery of notice deemed to occur upon signature of the receipt by the recipient), or (e) if from us to you, posted to your Account on the date posted. If to us, notices may be sent to ZapLabs LLC, 2000 Powell St., Suite 300, Emeryville, CA 94608, Attention: Legal Counsel; Email: legalnotice@zaplabs.com. If to you, your email and mailing address as identified in our records.

F. Execution and Counterparts. The parties may execute this Agreement and electronically in counterparts, each of which is deemed an original and, together, comprise a single document. In addition, where applicable, the Agreement shall be deemed to be executed and agreed by use of the Service.

G. Headings; Interpretation. Section headings used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. As used herein, "including" means "including without limitation."

H. Severability; Waiver. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions will not be affected. A waiver of any provision of this Agreement must be made in writing to be effective, and our waiver of a breach of any provision or right contained in this Agreement will not constitute a continuing waiver or waive any subsequent breach or right.

I. Force Majeure. Except with respect to your payment obligations, neither party will be liable for failures or delays in the performance of its obligations hereunder due to causes beyond its reasonable control, including, in respect of the provision of the Service, failures or delays caused by our service providers, any act of God, terrorist

attacks, inclement weather, accidental damage, vandalism, failure or shortage or power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, or any act or omission of government or other competent authorities.

J. Publicity. We may issue press releases and case studies relating to your use of the Service and list you (including your trade name) as a client of ours on our website and other sales and marketing collateral (subject to Franchisor's requirements). You grant to us a royalty-free, sublicensable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, and distribute your name, logo, or any other identifying words or marks used by and/or associated with you to identify you in any medium in furtherance of this paragraph.

K. Entire Agreement. This Agreement, and documents incorporated herein, comprises the entire agreement between us and you and supersedes all prior or contemporaneous negotiations, discussions, or agreements, whether written or oral, between the parties regarding its subject matter.

L. Survival. Sections 1, 2(D), 2(F), 3(B), 4-10, and 12-17 will survive any termination or expiration of this Agreement.

## 17. Definitions.

- "Account" means the account provided by us that a User uses to manage and access the Service.
- "App" means a mobile application that may be provided as part of the Service.
- "Applicable Law" means any statute, law, ordinance, rule, regulation, or requirement of a governmental entity that applies to a party or its business.
- "Broker Privacy Policy" means the privacy policy for a Website or App and other portions of the Service, as provided and modified by us (including without limitation at the request of the

Owner) from time to time in our discretion.

- "Broker-Specific Terms" means all disclosures, notices and terms that are required of you by a listing service, licensor, or Applicable Law, including state real estate laws.
- "Claim" means, collectively, claims, costs, damages, losses, liabilities, Fines, and expenses (including reasonable attorneys' fees and costs).
- "Communications" means parts of the Service that includes electronic communications services, and document storage and management services, all as provided by us (or, at your selection, by a third party through a Third Party Product) for your use.
- "Confidential Information" means any information that (i) a party ("Disclosing Party") discloses to the other party ("Recipient"), either directly or indirectly, in writing or orally or by inspection of tangible objects, and (ii) identified as confidential at the time of its disclosure or that should reasonably be understood to be confidential in nature.
- "Consumer" means any non-User person or entity who interacts with and/or use the Service (e.g., consumers who interact with a Website or App).
- "Content" means (i) the MLS Feeds and (ii) any other content, data or information provided by you for inclusion in the Service) or uploaded to, transmitted or submitted by you or Users through the Service, including Communications subject to your having authorization from your Franchisor or any other third party, where applicable, to provide and/or transmit such content.
- "Documentation" means the technical and operational documentation made available to you by us regarding any portion of the Service.
- "Feedback" means ideas, suggestions, or recommendations on the Service provided by you.
- "Fine" means any and all fines, penalties, refunds, charges, debits,



deductions, legal fees and costs incurred by or other sums payable to any party.

- “Franchise Agreement” means the agreement to which Owner is a party that sets forth the terms of your franchise relationship with one of our affiliates.
- “Franchisor” means the counterparty to a Franchise Agreement and an affiliate of ZapLabs LLC.
- “Intellectual Property Rights” means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, rights of privacy, trademark, trade dress and service mark rights, goodwill, trade secret rights, and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory, or other jurisdiction.
- “Marks” means a Zap Entity’s proprietary trademarks, trade names, and service marks, including registrations and applications for registrations thereof and all renewals, modifications and extensions thereof.
- “MLS Feed” means the local listing service (“MLS”) feed(s) obtained by you from one or more MLS’s for selected geographic areas, in order to enable display of real estate listings for such areas.
- “Primary Account” means the Account provided by us to an Owner, under which Administrator and Affiliated Agent Accounts may be designated.
- “Privacy Policies” means, collectively, the Broker Privacy Policy and the Zap Privacy Policy.
- “Service” means our hosted service, software, Documentation, and any services made available to you by us hereunder, all as may be modified by us from time to time in our discretion.
- “Service Terms of Use” means the Consumer-facing terms of use for select portions of the Service, including Websites and Apps, as provided and modified by us from time to time in our discretion.
- “Third Party Products” means the third party applications and/or services, if any, which may be offered, made available or integrated by us to you for use as part of, or in connection with the Service.
- “User” means an individual authorized by Owner to access and use the Service under this Agreement, including Administrators and Affiliated Agents.
- “We,” “our,” and “us” means ZapLabs, LLC and its affiliates.
- “Website” means a website that may be provided by us as part of the Service.
- “You” and “your” means the entity or individual entering into this Agreement with us.
- “Zap Privacy Policy” means the privacy policy for portions of the Service that only apply to Owner, Administrators, and Affiliated Agents, if provided by us separate from the Broker Privacy Policy and as amended from time to time in our discretion. If no Zap Privacy Policy is provided, the Broker Privacy Policy will be deemed to apply to Owner, Administrator and Affiliated Agents.
- “Zap Entities” means, collectively, us, our parent, subsidiaries, and affiliates, including Franchisor.