

NYSAR Real Estate Services, Inc., its assigns and successors ("NRES") provides all content and software (the "Service" or "Services") available at the web address and domain name commonly referred to as www.EASYETHICSONLINE.com ("EASYETHICSONLINE"). The Service is designed for expediting and facilitating REALTOR ethics complaints and is available to you subject to your complying with, and agreeing to the specific terms and conditions in sections A through M of this NRES User Agreement (the "Agreement") as set forth below.

IF YOU DO NOT AGREE WITH ANY TERM OR CONDITION STATED BELOW, YOU ARE EXPRESSLY PROHIBITED FROM ACCESSING OR USING ANY OF THE EASYETHICSONLINE SERVICES WHICH REQUIRE REGISTRATION OR A PASSWORD FOR ACCESS.

Please review each section carefully. Should you have any questions, please feel free to contact us using the information in Section M below or by clicking on the "Contact Us" links found on the EASYETHICSONLINE website.

A. YOU MAKE THIS AGREEMENT VOLUNTARILY

I certify that I am over 18 years of age and that I am authorized to and capable of entering into this Agreement on behalf of a REALTOR association, organization or board and am doing so voluntarily.

B. YOU HAVE CAREFULLY REVIEWED THIS AGREEMENT

I agree to read this Agreement carefully before accessing or using EASYETHICSONLINE. By accessing or using EASYETHICSONLINE, I agree to be bound by the terms and conditions of this User Agreement. If I do not wish to be bound by these terms and conditions I understand that I may not access or use EASYETHICSONLINE.

C. WE MAY MODIFY THIS AGREEMENT

I agree that NRES may modify this Agreement at any time, and upon any material modification to the Agreement, paying users (as opposed to invitees and guests) will be notified by email that changes have been posted and may be viewed at EASYETHICSONLINE. In the event that I have previously requested removal from the EASYETHICSONLINE mailing list, I agree to review this Agreement periodically to be aware of such modifications and I agree that such modifications shall be effective immediately upon posting of the modified Agreement. Subject to the notice terms set forth in this paragraph, my continued access or use of EASYETHICSONLINE after modification of the Agreement shall be deemed a conclusive acceptance of this Agreement as modified.

D. AGREEMENT TERMINATION, TRANSACTION EXPIRATIONS, REFUND POLICY

I understand that I may terminate this Agreement at any time by giving written notice to NRES as set forth herein.

I agree that in the event of my nonpayment as required herein or by any separate agreement, or upon my breach of a material term or condition of this Agreement or any other written agreement between myself or my company and NRES, or upon my misuse of the Services in contravention of their intended use in the sole discretion of NRES, or as otherwise stated in paragraphs 1 to 3 below, then NRES shall be entitled to immediately terminate this Agreement. Upon such termination, NRES shall have the absolute right to immediately terminate my, and my invitees', access to all Services, and deny me access to any transactions, data, documents, or information

stored with or placed on EASYETHICSONLINE, whether or not purchased by me or my company. NRES, its officers, directors, affiliates, assigns, and employees, shall have no liability whatsoever in connection with any termination hereunder, or any other cause of action resulting from my use of EASYETHICSONLINE.

E. LIMITATION OF OUR LIABILITY

NRES shall not be responsible or liable for the unavailability of the Services due to power failures, software bugs, viruses, Internet problems, maintenance or malfunction of computer equipment, disasters, acts of God, or for any other causes. I agree that NRES shall not be liable in any way for the documents or information posted by any person or entity on EASYETHICSONLINE or disseminated in reports in any form, including printed reports, downloaded information, Compact Disks (Discs), or disseminated in any links or hyper-links to EASYETHICSONLINE. Nor shall NYSAR in any way be liable for the content, accuracy or authenticity of any of the information set forth above. I understand that any views or opinions expressed by any person accessing this Service are the views or opinions of those third parties, and are not the views or opinions of the Company.

Although NRES provides passwords and various other measures to protect its users and their data and documents, I agree that NRES shall in no way be liable for the misuse of the information posted or disseminated in any form by report or otherwise on or from EASYETHICSONLINE or the Services, nor shall it be liable for the misuse or misappropriation of designated passwords or allowance of illegal access to EASYETHICSONLINE or to reports generated from the use thereof. I agree that I will not abuse EASYETHICSONLINE or the Services by engaging in activities such as guessing, trying to obtain under false pretense, or using in an unauthorized manner someone else's User Name and Password combination, or otherwise "hacking" into someone else's EASYETHICSONLINE account or by using EASYETHICSONLINE for criminal, illegal or immoral purposes.

F. I AM RESPONSIBLE FOR MY USER NAME AND PASSWORD

My account will be protected by a User Name and Password. I agree that I am solely responsible for retaining the confidentiality of my User Name and Password. If, at any time, I believe the security of my User Name and Password have been compromised, I agree that I am responsible for changing my Password immediately. I agree that I remain liable for any unauthorized use of the Services until my Password is changed. Furthermore, I hereby agree that I will not disseminate my User Name and Password to any other individual for any reason whatsoever. If NRES finds that I have disseminated my User Name and Password to another individual, than I will be fully liable to NRES for full payment of the service. Furthermore, I will immediately forfeit my EASYETHICSONLINE account and may be subject to disciplinary actions by my local association/board and/or the New York State Department of State, Division of Licensing Services for untrustworthy conduct.

G. I AM RESPONSIBLE FOR MY USE OF EASYETHICS

By using EASYETHICSONLINE and the Services, I agree to indemnify, hold harmless and defend NRES and its employees, officers and directors, from any and all claims, direct, incidental, special, consequential or exemplary damages, losses, liabilities and all costs and expenses of defense, including attorney's fees, resulting directly or indirectly from the acts, misuse or omissions set forth in the paragraphs herein, my negligence in the use of EASYETHICSONLINE or the Services, the information posted thereon, or reports generated therefrom in any media, or in any way arising from my use of EASYETHICSONLINE and the Services or the information obtained therefrom in violation of this Agreement.

H. NO WARRANTIES ARE GIVEN

I agree that NRES does not make any express or implied warranties, representations or endorsements whatsoever (including without limitation warranties of title or noninfringement, or the implied warranties of merchantability or fitness for a particular purpose) with regard to EASYETHICSONLINE, or the Services or any products provided through or listed on EASYETHICSONLINE. NRES does not warrant that (1) the information viewed at or reported on EASYETHICSONLINE, are correct, accurate or reliable, nor is it intended to replace original documents or be admissible in any court of law or tribunal; (2) the Services will be uninterrupted or error-free; or (3) defects will be corrected, or (4) that the Services or the server(s) that make them available are or will be free from viruses or other harmful components.

I. INTELLECTUAL PROPERTY AND NON-COMPETE AGREEMENT

I agree that EASYETHICSONLINE and the Services and all the software and information they now contain, or may contain in the future, including but not limited to reports, directories, glossaries, trademarks, tradenames, service marks, logos, computer code, software, copyrighted, trademarked, and/or patented material (Collectively "content"), is the property of NRES and is protected from unauthorized copying and dissemination by U.S. copyright law, patent law, trademark law, international conventions, and other intellectual property law. Certain of the trademarks and logos displayed on EASYETHICSONLINE or within the Services may be owned by third parties. Nothing contained on EASYETHICSONLINE shall be construed as granting, by implication, estoppel or otherwise, a license or right to use the Services or any content displayed on EASYETHICSONLINE, without the prior written permission of NRES or such third party that may own trademark or copyrighted material displayed on EASYETHICSONLINE. Information may be obtained from EASYETHICSONLINE solely as expressly authorized. Any other copying, redistribution, retransmission, or publication of the information contained in EASYETHICSONLINE or the Services is strictly prohibited without the express written consent of NRES.

Unless otherwise agreed in writing with NRES, I agree that I will not adapt and use for personal benefit, or the benefit of others, the business models, technology, concepts, or processes described and used on EASYETHICSONLINE or within the Services.

J. SEVERABILITY AND APPLICABLE LAW

Any provision of this Agreement that is prohibited by law, or is unlawful or unenforceable under applicable law, shall be ineffective only to the extent of such prohibition, without invalidating the remaining provisions of this Agreement. Where the terms of this Agreement are inconsistent with applicable law, and where applicable law controls, this Agreement shall be deemed to be amended to comply with applicable law. This Agreement shall be construed in accordance with the laws of the State of New York and I agree that use of EASYETHICSONLINE or the Services creates a contract thereunder that shall be construed in all respects in accordance with the laws of the State of New York, and subjects me and my Company to proper venue solely in the United States District Court, Northern District of New York. In the event that either party institutes suit to enforce the terms of this Agreement, the prevailing party shall be entitled to its costs, reasonable expenses and reasonable attorney's fees incurred. I agree that I may not assign or transfer my rights to access or use the EASYETHICSONLINE Services without the express written consent of NRES.

K. THIS IS OUR ENTIRE AGREEMENT

Unless there are other agreements in writing signed by NRES, this is the entire agreement between the parties. In the event that there is a separate license or written agreement between

you and NRES, then this Agreement shall be effective in addition to that separate agreement, except that in the event of any discrepancy, the separate written agreement shall prevail only as to such provisions which are in direct conflict with this agreement. No such discrepancy will invalidate the enforceability of any other term of this Agreement. This Agreement shall not be modified except in writing signed by the both parties or by a new posting at EASYETHICSONLINE by NRES as described above. NRES shall notify its registered users by email in the event of any substantial or materially adverse change in this Agreement. Any user receiving a notice of such a change that wishes to terminate their account due to the changes in terms in this agreement may do so in accordance with the notice provisions herein, and receive a pro-rated refund for the balance of their account, said refund to be based on the original purchase price of the service.

L. SAVE YOUR ORIGINAL DOCUMENTS

Users of the Services are advised and encouraged to retain all original documents and data in connection with any transaction posted on EASYETHICSONLINE. Users are also encouraged to print copies of any important reports, information, or documents reported for you by EASYETHICSONLINE, and to keep these for your permanent records.

M. HOW TO GIVE NOTICE

Unless stated specifically above, all notices required under this Agreement shall be given in writing, by certified mail to NRES, 130 Washington Avenue, Albany, New York, 12210, with a copy sent by email to res@NYSAR.com. Notices to me may be given either by email or mail delivered to the addresses listed upon my registration to EASYETHICSONLINE .

No failure of NRES to insist upon strict performance of the terms or conditions of this Agreement or as otherwise set forth in EASYETHICSONLINE or as required by NRES ("Terms and Conditions") and no failure of NRES to exercise any right or remedy available upon any breach of said Terms or Conditions shall constitute a waiver of any such breach or of any of such Terms or Conditions