

Cyberhomes API Terms of Use

(Effective August 31, 2007)

Thank you for using the Cyberhomes API. By using the Cyberhomes API (the “Service”), you and the entity owning the URL which you entered in the registration process (collectively referred to as “you”) accept and agree to be bound by the following terms and conditions (the “API Terms of Use”). The API Terms of Use constitute a legal agreement between Fidelity National Real Estate Solutions, LLC (“Cyberhomes”) and you.

1. Service.

Subject to the limitations and conditions described below, if you are approved by Cyberhomes for use of the Cyberhomes API, you may use the API to display Cyberhomes home and real estate market data and images (the “Cyberhomes Data”) on your website in conjunction with other information you provide to end users. The Cyberhomes API is accessible via both REST and SOAP web service standards. The API may be used for commercial or non-commercial websites so long as they are accessible to consumers generally and without charge and carry the Cyberhomes API Branding Requirements (referred to in Section 3 below).

In order to obtain the API, you must register to become an authorized user. After supplying Cyberhomes with your registration information, the URL of your service, and agreeing to the API Terms of Use, you will be issued an alphanumeric key (“CyberhomesID”) assigned to you by Cyberhomes that is uniquely associated with your Cyberhomes API Account and the URL of your service. All calls to the Cyberhomes API must reference the CyberhomesID issued to you as an approved licensee. You agree to keep the CyberhomesID confidential, and not to share it with any third party. Your service must import the Cyberhomes API using an HTML <script> tag that contains this key, as described in the Cyberhomes API documentation, and Cyberhomes will block requests with an invalid key or invalid URL. Cyberhomes shall have sole and complete control over the underlying data.

2. License to Cyberhomes API & Data.

If you are approved by Cyberhomes for use of the Cyberhomes API, you are granted a limited, non-sublicensable and non-transferable right to access the Cyberhomes API on your Web site and distribute the Cyberhomes Data to your customers for their personal use in accordance with these API Terms of Use. This right is subject to the following restrictions:

- The site is intended for use by United States residents within the United States; use by any other individual or in any other location is prohibited.
- You agree not to otherwise reproduce, modify, distribute, decompile, disassemble or reverse engineer any portion of the Cyberhomes API or any Cyberhomes Data.

- You agree that you will provide the Cyberhomes Data to users on “as is” terms, with disclaimers substantially equivalent to those set forth in Sections 7 and 8.
- You may present the Cyberhomes Data only on a transactional basis. You will not permit your users to access the Cyberhomes Data in bulk.
- You may not retain any copies of the Cyberhomes Data. Your license to Cyberhomes Data is limited to making direct server calls to Cyberhomes.com for the Cyberhomes Data and to distributing the Cyberhomes Data to your end user on your Web site(s), immediately upon receipt by your servers.
- You may not present the Cyberhomes Data (or permit the Cyberhomes Data to be presented) so that it appears to be available from a third party Web site.
- You may not use the Cyberhomes Data for direct marketing (i.e., mailing) or telemarketing lists without including or incorporating by reference in the materials disclaimers substantially equivalent to those set forth in Sections 7 and 8.
- You may not separately extract and provide or otherwise use data elements from the Cyberhomes Data to enhance the data files of third parties.
- You are limited to one thousand (1,000) calls to the Cyberhomes API per day. Cyberhomes may approve higher daily call limits if you adhere to these API Terms of Use and pass a Cyberhomes audit and review.
- If you become aware that any user of your implementation is in material breach of these API Terms of Use, any provisions you are required to offer under these API Terms of Use, or the terms of Cyberhomes Terms of Use and the Cyberhomes API Branding Requirements (the “Applicable Terms”), then you agree to notify Cyberhomes promptly of such breach by e-mail to CyberhomesAPI@cyberhomes.com, and to take prompt commercially reasonable corrective action at your expense to remedy such breach. In addition, upon request of Cyberhomes, you will either (a) use commercially reasonable efforts to obtain such equitable relief to prevent harm to Cyberhomes or its licensors, or (b) assign any of your applicable rights to permit Cyberhomes or the applicable licensor to seek such equitable relief. Your obligations to report and enforce the Applicable Terms will survive termination of these API Terms of Use or your use of the Cyberhomes API.

You must use commercially reasonable efforts to prevent the Cyberhomes Data from being downloaded in bulk or otherwise scraped. Such efforts include “spider traps,” “C.A.P.T.C.H.A.,” velocity checks, source IP analysis, or other methods that are as effective. You may present data on no more than 50 individual properties at a time to any given user (e.g., per Web page).

3. **License to Cyberhomes Brand & Links.**

You agree, and Cyberhomes grants you a license, to implement the Cyberhomes name, logo(s), and links to Cyberhomes.com (the “Cyberhomes Brand & Links”) on any Web

page incorporating the Cyberhomes API and/or Cyberhomes Data, in accordance with the Cyberhomes API Branding Requirements.

4. Acceptable Use.

You agree not to use the Cyberhomes API, Cyberhomes Data, or Cyberhomes Brand & Links in any way that is unlawful or unauthorized, or harms or disparages Cyberhomes, its service providers, its suppliers, your end users, or any other person. You agree that you will use the Cyberhomes API, Cyberhomes Data, or Cyberhomes Brand & Links in compliance with the law, including, without limitation, applicable Federal Fair Housing Act, the Federal Equal Credit Opportunity Act, and all state and local fair housing/fair lending laws.

5. Limited Relationship.

You and Cyberhomes are independent contractors, and nothing in these API Terms of Use shall be construed as creating an employer-employee relationship, a partnership, or a joint venture. While you may publicly refer to the fact that you have implemented the Cyberhomes API, you agree not make any other public statements that assert or imply any other relationship with Cyberhomes.

6. Indemnity.

You agree to hold harmless and indemnify Cyberhomes and its subsidiaries and affiliates and each of their respective officers, agents, employees, and suppliers (the "Indemnitees") from and against (A) claims and causes of action, pending or threatened, of any kind (whether based on contract, tort or otherwise) by third parties, including any of your affiliates or users, arising from or in any way related to your or your users' use of the Cyberhomes API or Cyberhomes Data, use of Cyberhomes Brand & Links, violation of these API Terms of Use or otherwise connected with use of Cyberhomes services (collectively, "Claims"), and (B) liabilities, losses, damages, costs and expenses (including, without limitation, reasonable outside attorneys' fees and the allocable costs of in-house counsel) suffered or incurred by any of the Indemnitees in connection with any Claims.

7. NO WARRANTY.

CYBERHOMES PROVIDES THE CYBERHOMES API, CYBERHOMES DATA, AND CYBERHOMES BRAND & LINKS "AS IS," "WITH ALL FAULTS" AND "AS AVAILABLE," AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CYBERHOMES AND ITS SUPPLIERS MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED. CYBERHOMES AND ITS SUPPLIERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OR CONDITIONS, EXPRESS, STATUTORY AND IMPLIED, INCLUDING WITHOUT LIMITATION (A) WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, ACCURACY, TITLE, QUIET ENJOYMENT, NO ENCUMBRANCES, NO LIENS AND NON-INFRINGEMENT, (B) WARRANTIES OR CONDITIONS ARISING THROUGH COURSE OF DEALING

OR USAGE OF TRADE, AND (C) WARRANTIES OR CONDITIONS OF UNINTERRUPTED OR ERROR-FREE ACCESS OR USE.

8. LIABILITY LIMITATION; EXCLUSIVE REMEDY.

IN NO EVENT WILL CYBERHOMES OR ANY SUPPLIER BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF, BASED ON, OR RESULTING FROM THESE API TERMS OF USE OR YOUR USE OF CYBERHOMES API, CYBERHOMES DATA, OR CYBERHOMES BRAND & LINKS, 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 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 THESE API TERMS OF USE, OR YOU HAVE ANY DISPUTE OR CLAIM AGAINST CYBERHOMES OR ITS SUPPLIERS WITH RESPECT TO THESE TERMS OF USE OR THE SERVICES, THEN YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE CYBERHOMES API, CYBERHOMES DATA, AND CYBERHOMES BRAND & LINKS.

The use of the Cyberhomes API and the downloading, use or other acquisition of any materials through use of the Cyberhomes API is done at your own discretion and risk and with your understanding and agreement that you will be solely responsible for any damage to your computer system or loss of data that results from such activities. No advice or information, whether oral or written, obtained by you from Cyberhomes shall create any warranty.

9. Intellectual Property.

The Cyberhomes API, Cyberhomes Data, and Cyberhomes Brand & Links are the property of Cyberhomes, and subject to the intellectual property rights of Cyberhomes and its licensors. (c) 2007 FNRES Holdings, Inc. All rights reserved.

10. Changes.

Cyberhomes reserves the right to change the API Terms of Use, and you are responsible for regularly reviewing these API Terms of Use. Your continued use of the Cyberhomes API and/or Cyberhomes Data after the effective date of such changes will constitute acceptance of and agreement to any such changes. Cyberhomes may, without liability or obligation to you or your users, suspend or discontinue the Services and license contained herein at any time to you and/or to others, without notice.

11. Termination.

Cyberhomes may, without liability or obligation to you or your users, change, suspend or discontinue the Cyberhomes API and suspend or terminate your license and use of the Cyberhomes API, Cyberhomes Data, and/or Cyberhomes Brand & Links at any time for any reason, without notice. You may also terminate by ceasing to use the Cyberhomes API, Cyberhomes Data, and Cyberhomes Brand & Links, removing implementation of the Cyberhomes API from your Web site(s), and deleting all copies of the Cyberhomes Data and Cyberhomes Brand & Links.

12. Rejection of Application.

Cyberhomes shall have the right, in its sole discretion, to reject any request to use the Service at any time and for any reason, and such rejection shall render null and void the Terms of Use between Cyberhomes and you. Cyberhomes shall not be liable to you for damages of any sort resulting from its decision to reject such a request.

13. Choice of Law; Disputes.

These API Terms of Use are governed by the laws of the State of California, without giving effect to its conflict of laws provisions. You agree to submit to exclusive jurisdiction and venue in the state and federal courts sitting in Los Angeles, California for any and all disputes, claims and actions arising from or in connection with the Services and/or these API Terms of Use.

14. General.

You represent that you have the authority to bind the organization (if any) identified in your application for the Cyberhomes API. You agree not to export from anywhere any part of the Cyberhomes API, Cyberhomes Data, or Cyberhomes Brand & Links provided to you or any direct product thereof except in compliance with, and with all licenses and approvals required under, applicable export laws, rules and regulations. If provided to the U.S. government, the Cyberhomes API, Cyberhomes Data, or Cyberhomes Brand & Links are provided with the commercial license rights described herein. If any part of these API Terms of Use is determined to be invalid or unenforceable, then the invalid or unenforceable provision will be replaced with a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these API Terms of Use will continue in effect. The section titles in these API Terms of Use are solely used for the convenience of the parties and have no legal or contractual significance. Cyberhomes may assign these API Terms of Use, in whole or in part, at any time with or without notice to you. You may not transfer, assign, or delegate the API Terms of Use and your CyberhomesID to any third party. Cyberhomes' failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. Except as expressly stated herein, these API Terms of Use constitute the entire agreement between you and Cyberhomes with respect to the Services and supersede all prior or contemporaneous communications of any kind between you and Cyberhomes with respect to the Cyberhomes API, Cyberhomes Data, or Cyberhomes Brand & Links.

Cyberhomes™ API Branding Requirements

Cyberhomes makes a free API available for you to integrate our data into your Web site, CMAs, email and U.S. Mail campaigns, and other marketing materials. In exchange, we require you to adhere to our API Terms of Use, and provide attribution to Cyberhomes by complying with our API Branding Requirements.

Logo Use

The “Powered by Cyberhomes” logo shown below must be displayed directly adjacent to the Cyberhomes data you are accessing through our API:



Whether you place the logo above, below, to the left, or right of our data is at your discretion. In no case may the logo be resized smaller than 80 x 23 pixels. The logo must be linked to Cyberhomes, either directly at www.cyberhomes.com, or to a Cyberhomes cobrand, following the instructions below.

Links

The Cyberhomes API returns a variety of links for you to display at your option, allowing users to dig deeper into our data. You may choose to use these links as provided, in which case they will link to the organic, cyberhomes.com Web site. You may also choose to add cobranding with these links so that your users see only your private-labeled branding.

To implement cobranded links, simply append the “cbcode” argument you were given by the Cyberhomes implementation team to any URL returned through the API, or to the homepage URL, if you wish to link from the logos provided for your use above. To obtain a cobrand and cobrand code, simply call us at (866) 772-9552.

Disclaimer

Any page or other item which contains Cyberhomes data must include the following text:

“Copyright © 2007 FNRES Holdings, Inc. All rights reserved. Use is subject to [Terms of Use](#).”

The Terms of Use must be hyperlinked when this disclaimer is displayed online. In other media, the full URL to the Terms of Use must be displayed.

Questions?

We’re happy to help. Please call us at (866) 772-9552.