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Any of the Companies may terminate this Site, or any portion hereof, any Content, or your use thereof at any time in its sole discretion and without notice to you or any other person or entity. None of the Companies shall have any liability to you or any third party because of such termination.

Miscellaneous

The Agreement shall be construed, interpreted, and governed by the laws of the State of North Carolina, without regard to the conflicts of law provisions thereof. Unless a dispute must be resolved under the terms of an applicable policy of any of the Companies, you agree to submit to the exclusive jurisdiction and venue of the North Carolina General Court of Justice in Mecklenburg County, North Carolina, for any and all disputes, claims, suits, and actions arising from, related to, or in connection with the Agreement, the Site, or any Content; or in which the Agreement, the Site, or any Content is a material fact.

Use of the Site is not authorized in any jurisdiction where the use of all or any portion of the Site may violate any legal requirements or that does not give full effect to all provisions of the Agreement, including without limitation this paragraph, and you agree not to access the Site in any such jurisdiction.

The failure of any of the Companies to exercise in any respect any right provided for herein shall not be deemed a waiver unless in writing, and will not be deemed a waiver of any further rights hereunder. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by you except with the prior written consent of the Companies. Any of the Companies may assign this Agreement to any third party at its sole discretion, and without your authorization or approval.

A printed version of any portion of this Agreement and/or of any notice given by any of the Companies in electronic form shall be admissible in judicial or administrative proceedings based

upon or relating to the Agreement or your use of the Site to the same extent and subject to the same conditions as other business documents and records originally generated and maintained by any of the Companies in printed form. In any action or proceeding against you to enforce any rights under this Agreement, if any of the Companies prevail in such action they will be entitled to recover costs and reasonable attorneys' fees from you.

If you have any questions, or need any further information, please send an email to the following address: riskmanagement@carolinahome.com. You may also contact Michele McCaskill, vice president risk management by mail at the following address:

1120 Pearl Park Way, Suite 200
Charlotte, NC 28204

Claims of Copyright Infringement & Related Issues (17 USC § 512 et seq.)

If you believe that your intellectual property rights have been violated by any of the Companies or by a third party who has uploaded Content to this Site please provide the following information to the Charlotte Regional Realtor[®] Association-designated copyright agent listed below:

- a. A description of the copyrighted work or other intellectual property that you claim has been infringed;
- b. A description of where the material that you claim is infringing is located on this Site;
- c. An address, telephone number and an email address where you can be contacted;
- d. A statement that you have a good-faith belief that the use is not authorized by the copyright or other intellectual property rights owner, by its agent, or by law;
- e. A statement by you under penalty of perjury that the information in your notice is accurate and that you are the copyright or intellectual property owner or are authorized to act on the owner's behalf;
- f. Your electronic or physical signature.

The Companies may request additional information before removing any infringing material. The Companies may provide the alleged infringing party with your email address so that the person can respond to your allegations.

If a notice of copyright infringement has been wrongly filed against you, you may submit a counter notification to our agent. A valid counternotification is a written communication that incorporates the following elements:

- a. A physical or electronic signature of the poster;
- b. 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;
- c. 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;
- d. Your name, address, and telephone number; a statement that you consent to the jurisdiction of federal district court for the judicial district in which your address is located, or if your address is outside of the US, for any judicial district in which the service provider may be found; and that you will accept service of process from the complainant.

The Companies have registered a designated agent with the Copyright Office pursuant to 17 U.S.C. 512(c). If you believe your copyright material is being used on this Site without permission, or that a notice of copyright infringement has been wrongly filed against you, please notify the designated agent:

By mail:

Canopy Realtor® Association/Canopy MLS
1120 Pearl Park Way, Suite 200
Charlotte, NC 28204
Attention: DMCA Designated Agent

By e-mail:

copyright@carolinahome.com

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