



PLEASE READ THIS TERMS OF USE CAREFULLY. The Mango REIX Terms of Use governs your use of the Service, by logging into the Service you agree to abide by the Terms of Use. Additionally, by providing information to us, or by visiting our Website or logging into the Service, you agree to the collection and use of your information by Mango REIX as described in our Privacy Policy. Some users also may enter into our form of Transaction Data Sharing Agreement. The Mango REIX Terms of Use is intended to be complementary to those in these other documents.

## TERMS OF USE

This service (the "Service") is operated by REIX Corporation (doing business as "Mango REIX") (referred to as "Mango REIX," "we," or "us"). These Terms of Use govern your use of the Service. "You" and "your" as used in these Terms of Use mean the person or entity who uses the Service.

The sharing of property data, transaction data, contact Information, and messages ("Information") through the Service is the only permitted use of the Service. You must fully comply with these Terms of Use at all times. By accessing the Service, you certify, represent and warrant that you will not violate these Terms of Use.

**Restrictions on Inputting Information.** You must not enter trade secrets or illegal Information or Information we deem improper in or through the Service (either directly through the Service or by any transmission to us or another user, including email), including without limitation, the following:

1. Information that is known to be false, inaccurate, incorrect, incomplete, inexact, outdated or otherwise wrong;
2. Information subject to confidentiality, non-disclosure, non-competition, trade secret or proprietary rights, limitations or restrictions;
3. Information that infringes the copyrights or intellectual property rights of others;
4. Home addresses, Social Security numbers, credit card numbers or personal Information relating to anyone else;



5. Material that is or may be to others sexually explicit, profane, pornographic, immoral, obscene, vulgar, offensive, inflammatory, violent, dangerous, harmful, threatening, abusive, harassing, hateful, discriminatory or racially, ethnically or otherwise objectionable, or which may solicit Information from anyone under the age of 18;
6. Information that is or may be defamatory, libelous, fraudulent, knowingly incorrect, or invasive of privacy or publicity rights of others;
7. Information that advocates or encourages conduct that could constitute a criminal offense, or that is unlawful or immoral;
8. Information that may subject us to legal action or liability of any kind;
9. Information obtained directly from any other real property Information provider where the real property Information provider prohibits the republication, re-transmittal or re-use of any or all such Information;
10. Information that violates any applicable local, state, national or international law, ordinance, rule, regulation, or convention;
11. Information that violates any provision of the Mango REIX Master License Agreement or any other agreement or policy set forth by us and acknowledged by You; or
12. Any other Information that in our sole discretion constitutes a misuse or abuse of the Service, may damage our reputation or goodwill in any way, or violates the spirit or intent of these Terms of Use.

**Use of Information Obtained via the Service.** We have no actual control over your use of Information or use of Information by any other user outside the Service. You must not use Information accessed through the Service for any purpose or in any manner that is illegal, unlawful or improper, including without limitation, the following:

1. For any purpose, activity or in any manner that is criminal, illegal, unlawful or actionable;
2. In violation of any local, state, national or international law, ordinance, rule, regulation or convention;
3. To illegally "spam" anyone or to sell, market, advertise, give, make available or otherwise distribute Information or other data to a spammer or for the purpose of spamming;
4. For unethical marketing activities;
5. To communicate with anyone using language, or in any manner, that is sexually explicit, profane, pornographic, immoral, obscene, vulgar, offensive, violent,



dangerous, harmful, threatening, abusive, harassing, hateful, discriminatory, or racially, ethnically or otherwise objectionable;

6. To compile or aggregate Information for distribution to third parties;
7. To enhance, verify, supplement, append, confirm, or modify any compilation of Information that is thereafter distributed in any manner or form to a third-party;
8. For sale, re-sale, sub-license, commercial use, or redistribution of any kind, without our express written, prior consent;
9. For, at the direction of, or on behalf of (directly or indirectly) any person or company whose primary business is to provide an online commercial real estate data platform, or to build a competitive product; or
10. Any other use of Information that in our sole discretion constitutes a misuse or abuse of the Service or violates the spirit or intent of these Terms of Use.

**Acts against the Service.** You must not attempt to, or engage in, potentially harmful acts that are directed against the Service including, without limitation, the following:

1. Using the Service in contravention of any other agreement to which you are a party, including without limitation any employment agreement to which you may be a party;
2. Causing, allowing or assisting any other person to use your account or impersonate you;
3. Sharing your password or login credentials with any other person or entity;
4. Logging onto a server or account that you are not authorized to access;
5. Forging screen names, manipulating identifiers, or otherwise impersonating any other person;
6. Emulating or faking usage of the Service;
7. Violating or attempting to violate any security features of the Service;
8. Using manual or automated software, devices, scripts, robots, other means or processes to access, "scrape," "crawl" or "spider" any Information or data contained in the Service;
9. Falsely stating or otherwise misrepresenting your identity or affiliation with any person or entity;
10. Introducing viruses, worms, software, Trojan horses or other similar harmful code into the Service;
11. Interfering, or attempting to interfere, with the use of the Service by any other user, host or network, including, without limitation, by means of submitting a virus,



- overloading, "flooding," "spamming," "mail bombing," or "crashing" the Service;
12. Causing, allowing or assisting machines, bots or automated services to access or use the Service without our express written permission;
  13. Tampering with the operation, functionality or the security of the Service;
  14. Attempting to override or circumvent any security or usage rules embedded into the Service that permit digital materials to be protected;
  15. Attempting to probe, scan, or test the vulnerability of the Service, or any associated system or network, or breach any security or authentication measures;
  16. Misusing, tricking, disrupting or otherwise interfering with the functioning of the Service;
  17. Harvesting or collecting email addresses or other contact Information of other users of the Service by electronic or other means;
  18. Reverse engineering, decompiling, disassembling, deciphering or otherwise attempting to derive the source code for any underlying intellectual property used to provide the Service;
  19. Engaging in "framing," "mirroring," or otherwise simulating the appearance or function of the Service;
  20. Uploading, posting, transmitting, sharing, storing or otherwise making available any content that we in our sole discretion deem to be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable; or
  21. Advertising or selling any products, services or otherwise (whether or not for profit), or soliciting others or using the Service for commercial purposes of any kind other than sharing Information with other real estate professionals; or
  22. Disparaging the Service to other users or potential users of the Service;
  23. Any other act that in our sole discretion constitutes a misuse or abuse of the Service or violates the spirit or intent of these Terms of Use.

**Suspected Misuse and Penalties.** We may monitor the Service for violations of these Terms of Use, and you agree (a) not to bypass said monitoring, (b) that we will not be liable for monitoring and (c) nothing we say or do will waive our rights to monitor the Service. If we determine you have materially breached this Agreement, we will notify you in writing. If the breach is not resolved within ten (10) days (or, if the breach is of such a nature that we may be subject to adverse action from any third party as a result of the



breach in fewer than ten (10) days, such shorter period as we shall specify), we may, and without limiting any of our other remedies, immediately:

1. Delete or modify content;
2. Suspend or terminate your account;
3. Identify you to third parties; and/or
4. Take legal action.

You agree that you will be liable for breaches of these Terms of Use, by you and your employees, agents, affiliates, consultants, contractors and anyone else accessing the Service on your behalf, directly or indirectly, with or without your consent.

**Modifications.** By using the Service, you agree to these Terms of Use. We reserve the right to modify, revise, alter or otherwise update these Terms of Use from time to time in our sole discretion. Any changes to the Terms of Use will apply to Information collected from the date of such modification, revision, alteration or update, as well as to all existing Information we hold. The webpage of the Service will always provide clearly marked access to the most current version of the Terms of Use. Your continued use of the Service constitutes your acceptance of all any such modifications, revisions, alterations or updates.

## **CONTACT US**

If you have any questions, comments or concerns about our Service or these Terms of Use, you may contact us by email at [support@mangoreix.com](mailto:support@mangoreix.com) or by U.S. mail or overnight courier at 3030 LBJ Freeway, Suite 1380, Dallas Texas 75234.

The effective date of these Terms of Use is June 23, 2020

© 2020 REIX Corporation/Mango REIX. All rights reserved.