



If you have any questions about the below Metro MLS User Agreement, please contact your respective Broker/Office.

ATTENTION:

IF, YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT OR THE METRO MLS ANNUAL COPYRIGHT CONFIRMATION, YOU AGREE AND UNDERSTAND THAT YOU WILL NOT BE PERMITTED FURTHER ACCESS TO THE SYSTEM, AND ARE PROHIBITED FROM CLICKING THE "I AGREE" BUTTON AND/OR BOX.

METRO MLS USER AGREEMENT

This Metro MLS User Agreement (the "Agreement") is dated and effective as of the date this Agreement is electronically accepted by the User hereto engaging in the "click- through" process as described in Section 22 herein (the "User"), and is between Multiple Listing Service Inc. DBA Metro MLS ("Metro") and said User. As used herein, the term "party" shall mean Metro or User individually, and the term "parties" shall mean both Metro and User collectively.

RECITALS

WHEREAS, Metro operates an online, computerized database of real property information for the benefit of its permitted users (the "System"), and use of such System is subject to Metro's rules and procedures, as amended from time to time ("Metro Rules & Procedures") as described on Metro's website (located here <https://metromls.com/index.php/data-integrity/#rules/>);

WHEREAS, the System stores and makes available to permitted users certain digital information, including, but not limited to, software licensed by Metro from the System creator and from various affiliates, vendors, and suppliers, as well as real property listing data, photographs, county assessor and property tax information, agent and office information, and other information (the "Metro Data");

WHEREAS, User is a permitted user of the System through: (1) a Metro Participant, as defined in Metro's Rules & Procedures and/by Metro's bylaws ("Participant"); (2) an Association of REALTORS® to which Metro provides services under a client/vendor relationship ("Association"); and/or (3) a different method approved in writing by Metro; and

WHEREAS, User desires to access and use the System (collectively, the "Services") in accordance with this Agreement, and in consideration of such Services, User agrees to abide by the terms and conditions set forth herein.

IN CONSIDERATION of the above recitals and mutual covenants and promises outlined below, the parties agree to the following:

AGREEMENT

1. **REPRESENTATIONS.** The above recitals are incorporated into and made part of this Agreement. User represents, warrants and covenants as follows that, as of the effective date of this Agreement, User is affiliated with Metro through a minimum of one of the following methods: (i) a real estate licensee that is licensed or certified by the State of Wisconsin, who is affiliated with a Participant, who is in good standing with an Association; (ii) is a current Participant or Association in good standing with Metro; or (iii) has otherwise been authorized in writing by Metro MLS to access and use the System pursuant to Metro Rules and Procedures and/or Metro's bylaws ("Vendor"). User will continue in such affiliated capacity at all times while this Agreement is in effect. If at any time during the term of this Agreement, User is no longer affiliated with Metro in accordance with this Section 1, User shall notify its respective Association and Metro within five (5) days of separation.

2. **COMPLIANCE.** User acknowledges that access to and use of the System is contingent on User's compliance with the terms of all of the following documents and materials (collectively, the "Metro Governing Documents"): (i) Metro Rules & Procedures, (ii) all other documented Metro' policies and procedures, (iii) any other written materials promulgated by Metro and made applicable generally to Users from time to time, (iv) any published interpretations of any of the foregoing, and (v) any modifications and amendments of any of the foregoing. Failure of Users to comply may result in a fine and/or suspension of the Services, which includes (but is not limited to) loss of use of the System. Metro may collect fines from User and/or from its respective Participant on User's behalf for violation of the Metro Governing Documents. Metro may amend its schedule of fines and terms for collecting them at its sole discretion at any time. Copies of the Metro Governing Documents may be obtained under the "rules" tab on the Metro website (<https://metromls.com/>). The Metro Governing Documents are incorporated into and made a part of this Agreement.

3. **SYSTEM ACCESS.** Metro will issue one (1) user ID to User ("User Credentials"). User Credentials are provided to User exclusively for the unilateral use of User and User shall not allow and/or cause the User Credentials to be used by another individual to access the System, unless Metro consents in writing. User is solely responsible for maintaining the security and confidentiality of the User Credentials and accepts full responsibility for all activities that occur under User's account. User shall notify Metro immediately in writing of any unauthorized use of Users Credentials, User's account, or any other breach of security. User's access to the System is subject at all times subject to the limitations set out in the Metro Governing Documents and any separate agreement between Metro and User's respective Participant and/or Vendor ("Participant/Vendor Agreement"). In the event of an apparent conflict between those documents and this Agreement, User's obligations and rights shall be determined, in order of precedence, by Metro Governing Documents, the Participant/Vendor Agreement, and this Agreement. IDX, VOW, BBO, and/or AVM data access (collectively, "Metro Additional Feeds") is subject to a separate written agreement outside of this Agreement, as further described in the "Participant Data Feed Information" page of Metro's website (located at <https://metromls.com/participant-data-feed-information/>). User acknowledges that access to Metro's Additional Feeds can only occur subject to a separate written agreement between Metro and User, as applicable.

4. **TERM AND TERMINATION.** The term of this Agreement shall begin immediately upon User's electronic acceptance of this Agreement and shall remain in full force and effect until terminated due to a Termination Event (as further described below).

a. This Agreement may be terminated (each a "Termination Event"): (i) immediately by Metro at any time, in its sole discretion, with or without cause; (ii) immediately by Metro if User is no longer eligible to receive the Services under this Agreement; or (iii) if Metro Governing Documents are amended or modified (a "Modification") and User does not agree to the Modification, provided that User notifies Metro in writing of such election. If User accesses or uses the System after Metro implements a Modification, such use shall constitute User's acceptance of the Modification and User's right to terminate under this Section 4(a) shall be deemed waived. Metro may, upon written request from User, deliver confirmation of the termination effective date to User.

b. Upon termination: (i) User Credentials will be deactivated, and all access to the System will be revoked; (ii) any access and/or licenses granted under this Agreement shall immediately terminate; (iii) User shall promptly delete and permanently remove all Metro Data from any personal or controlled devices; and (iv) User shall remain fully responsible for payment of all fees accrued through the effective date of termination, regardless of the reason for termination.

5. **FEES.** User agrees to pay User fees to Metro within such times and in such amounts as are set forth in the Metro Governing Documents, or as User may otherwise be provided notice of, from time to time. Metro may amend such fees at any time in its sole discretion, with reasonable notice to User. Metro shall not refund or pro-rate fees in the event of termination or suspension of this Agreement unless Metro Rules & Procedures provide otherwise.

6. **OWNERSHIP.** User acknowledges that all Metro Data is owned, leased, or licensed by Metro (and/or Metro affiliates) and that Metro, and not User, shall retain all right, title and/or interest therein, provided that any original text, photos, or listing content submitted to the System by User ("User Contribution" or "User's Contribution") is expressly excluded from Metro Data. User shall use Metro Data only in connection with the pursuit of User's business of listing, selling, or leasing real property and otherwise in a manner consistent with Metro Governing Documents. User represents and warrants that the User Contribution does not infringe or violate any patents, copyrights, trademarks, trade secrets or other proprietary rights of any third party; and that there is no claim, litigation, or proceeding pending or threatened with respect to the User Contribution. User agrees that: (a) Metro owns the compilation copyright in the System databases; and (b) User's provision of selection, coordination, and arrangement to the System is a work made for hire under the Copyright Act of 1976, but such designation does not change ownership of the User Contribution. User shall not display anywhere within Metro's compilation, commission, incentives or concession dollar amount offered by a seller to a cooperating agent, and User agrees that any offer of commission, incentives or concession dollar amount entered will be removed and a sanction levied based upon the current assessed amount, in accordance with Metro's Rules & Procedures.

7. **MISUSES OF SYSTEM AND DATA.** User shall not: (a) publish, reformat, recompile, resell, repack, copy, reverse engineer, disclose or use in any manner whatsoever such Metro Data, except as expressly permitted in this Agreement, without the prior written consent of Metro; (b) participate in the collection of large numbers of e-mail addresses, screen names, or other identifiers of others, a practice sometimes known as spidering or harvesting, or participate in the use

of software designed to facilitate this activity; (c) restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the System; (d) use the System or Metro Data to engage in any unauthorized or inappropriate conduct or for any unlawful purpose, including (but not limited to) any and all conduct that is unlawful, untruthful, tortious or that is harmful to (or puts at risk) Metro or any other party or property, that violates another party's privacy or other rights, or that otherwise interferes with the operation, use or enjoyment of any product, service, system or other property; (e) use the System in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the System, including their ability to engage in real time activities through the System; (f) use any robot, spider, or other automatic device, process, or means to access the System for any purpose, including monitoring or copying any of the material on the System; (g) use any manual process to monitor or copy any of the material on the System or for any other unauthorized purpose without Metro's prior written consent; (h) use any device, software, or routine that interferes with the proper working of the System; (i) introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful; (j) attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the System, the server on which the System is stored, or any server, computer, or database connected to the System; (k) attack the system via a denial-of-service attack or a distributed denial-of-service attack; (l) otherwise attempt to interfere with the proper working of the System; or (m) use the System or Metro Data:

- i. in any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries);
- ii. for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise;
- iii. to transmit, or procure the sending of, any advertising or promotional material, including any junk mail, chain letter, spam, or any other similar solicitation;
- iv. to impersonate or attempt to impersonate Metro, a Metro employee, another user, or any other person or entity; or
- v. to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the System, or which, as determined by Metro, may harm Metro or permitted users of the System or expose them to liability.

Metro reserves the right, without notice and in its sole discretion, to monitor User conduct on the System at any time and for any reason without notice. Any use of the System in violation of this Agreement may result in, among other things, termination or suspension of User's rights to use the System, or large fines, at Metro's sole discretion.

8. **LICENSE.** User agrees to grant Metro a perpetual, royalty free, non-revocable, nonexclusive license in and to User's Contribution, including any copyrights relating to such text and photographs. Such license allows Metro to use and compile User's Contribution and to sublicense the use of User's Contribution to and distribute to other parties as permitted or contemplated by the Metro Governing Documents, or in contractual relationships and licenses for such User's Contributions which Metro may enter into from time to time. User represents, warrants, and covenants that User has the authority to grant such license and that User's Contributions do not and shall not infringe on any copyright or other intellectual property rights of any third party. Metro is not

required to review, edit, or exercise editorial control over the System, Metro Data, and/or the User's Contribution, and use of any is subject to the exclusions of warranties and limitations of liabilities set forth in this Agreement. The foregoing notwithstanding, Metro may take any steps necessary in its judgment and sole discretion, including deleting User's Contribution, or portions of it, to avoid, minimize or remedy any actual or potential violation of law or infringement of intellectual property right.

9. DEFAULT. Failure of User to comply with any of the terms of this Agreement or of any of the Metro Governing Documents, including, but not limited to payment of any penalties, fines, or fees due to Metro or any Association, shall constitute a breach of this Agreement. Any such breach by User shall be an immediate default, without notice, unless notice and an opportunity to cure are expressly required for the applicable breach pursuant to this Agreement or any of the Metro Governing Documents, in which event, such breach shall not become a default unless it remains uncured after the giving of notice and expiration of the time allowed for cure. Upon the occurrence of such default, Metro may pursue any and all remedies provided for in the Metro Governing Documents or otherwise available at law or in equity. User shall be liable to Metro for all costs reasonably incurred by Metro in the enforcement of this Agreement, including (but not limited to) court costs, collection agency fees and reasonable attorneys' fees.

10. NOTICE. Unless Metro specifies otherwise in writing, notices given by User to Metro must be delivered to: (a) Multiple Listing Service Inc., 12300 W Center St, Milwaukee, WI 53222, and shall be sent to the attention of the CEO; and (b) to legal@metromls.com. Notices given to User shall be sent by Metro through the System or the User's last known address.

11. TAXES. In addition to all other payments hereunder, User shall pay or reimburse Metro and Metro affiliates, licensors, suppliers, or vendors for all state and local sales or other taxes of any kind assessed on the Services provided hereunder, except income taxes and corporation license fees.

12. DISCLAIMER OF WARRANTY. THE SYSTEM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT FOR ANY WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, METRO EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING THROUGH COURSE OF DEALING OR PERFORMANCE, ANY WARRANTIES THAT ACCESS WILL BE UNINTERRUPTED, ERROR FREE, FREE OF MALFUNCTIONS, COMPLETELY SECURE, OR NOT INFRINGE ANY INTELLECTUAL PROPERTY RIGHTS. METRO EXPRESSLY DISCLAIMS ANY DUTY TO UPDATE OR REVISE THE SYSTEM, ALTHOUGH METRO MAY MODIFY THE SYSTEM AT ANY TIME WITHOUT NOTICE. SUBSCRIBER'S USE OF THE SYSTEM ARE AT SUBSCRIBER'S SOLE RISK.

13. LIMITATION OF LIABILITY. IN NO EVENT SHALL METRO, ITS AFFILIATES OR ANY OF THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR CONTENT OR SERVICE PROVIDERS BE LIABLE TO SUBSCRIBER FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOSSES OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) ARISING FROM OR IN ANY WAY RELATED TO THE USE OF, OR THE INABILITY TO USE, OR THE PERFORMANCE OF THE SYSTEM OR THE CONTENT AND MATERIALS OR FUNCTIONALITY

ON OR ACCESSED THROUGH THE SYSTEM, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, OR ANTICIPATED PROFITS, OR LOST BUSINESS, DATA OR SALES OR ANY OTHER TYPE OF DAMAGE, TANGIBLE OR INTANGIBLE IN NATURE, EVEN IF METRO OR ITS REPRESENTATIVE OR SUCH INDIVIDUAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULL EXTENT PERMITTED BY LAW, METRO'S LIABILITY SHALL BE LIMITED TO THE AMOUNT SUBSCRIBER ACTUALLY PAID FOR ACCESS TO THE SYSTEM. METRO IS NOT RESPONSIBLE OR LIABLE FOR THE CONDUCT OF, OR SUBSCRIBER'S INTERACTIONS WITH, USERS OF THE SYSTEM (WHETHER ONLINE OR OFFLINE), NOR IS METRO RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE, INJURY, OR HARM ASSOCIATED THEREWITH. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY. ACCORDINGLY, SOME OF THE EXCLUSIONS OR LIMITATIONS IN THIS AND SECTION 13 ABOVE MAY NOT APPLY TO SUBSCRIBER. IN ADDITION, WHEN USING THE SYSTEM, INFORMATION MAY BE TRANSMITTED OVER A MEDIUM WHICH IS BEYOND THE CONTROL AND JURISDICTION OF METRO, ITS PARTNERS, ADVERTISERS, OR ANY OTHER THIRD PARTY MENTIONED ON THE SYSTEM. ACCORDINGLY, METRO ASSUMES NO LIABILITY FOR OR RELATING TO THE DELAY, FAILURE, INTERRUPTION, OR CORRUPTION OF ANY DATA OR OTHER INFORMATION TRANSMITTED IN CONNECTION WITH USE OF THE SYSTEM.

14. **INDEMNIFICATION.** User agrees to defend, indemnify and hold Metro, its shareholders, directors, officers, employees, agents and affiliates harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, in any way arising from, related to or in connection with User's use of the System, User's violation of this Agreement or the posting or transmission of any materials on or through the System by User, including, but not limited to, any third-party claim that any information or materials User provided infringes any third-party proprietary rights.

15. **DISCLOSURE.** Metro may distribute to third parties certain information about User, including but not limited to User's name and business address, phone number and email address. User acknowledges that Metro may provide government agencies access to the System at any time in Metro's sole discretion.

16. **AMENDMENT.** Metro may amend this agreement by providing reasonable advance notice of such amendment to User.

17. **DIGITAL MILLENNIUM COPYRIGHT ACT.** Pursuant to Title 17, United States Code, Section 512(c)(2), User agrees that all notifications of claimed copyright infringement on the System shall be sent ONLY to Metro's designated agent, following the procedure set forth in the "DMCA" link located here: <https://metromls.com/dmca/>.

18. **ASSIGNMENT.** Metro may assign this Agreement at any time without consent from User. User may not assign this Agreement or any rights, obligations, or duties under this Agreement without the prior written approval of Metro, and any purported assignment or delegation by User in violation of this Section 18 is null, void, and of no effect.

19. **WAIVER.** The waiver of any provision of this Agreement shall not be considered a waiver of any other provision or of Metro's right to require strict observance of each of the terms herein.

20. **SEVERABILITY.** If any provision of this Agreement is found to be unenforceable or invalid for any reason, that provision shall be severable, and all other provisions shall remain in full force and effect.

21. **GOVERNING LAW.** This Agreement is governed by the laws of the State of Wisconsin, without reference to conflicts of laws. If a dispute arises between the parties related to this Agreement, such dispute shall first be subject to good faith informal negotiation between the parties, followed by non-binding mediation ("[Initial Dispute Resolution](#)"), prior to any litigation or arbitration proceedings may commence. At Metro's sole discretion and regardless of User's location, any disputes that arise under this Agreement that cannot be resolved through Initial Dispute Resolution, will be either: (a) litigated before a court in Milwaukee County, Wisconsin (and, as such, User waives any and all objections to the exercise of jurisdiction over User by such courts and to venue in such courts); or (b) submitted to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Wisconsin law. User acknowledges and agrees that: (i) the System and Metro Data (in whole or in part) is confidential and proprietary products of Metro; (ii) in the event there is an unauthorized disclosure of such by User, no remedy at law will be adequate; and (iii) the event of such unauthorized disclosure of the System and/or Metro Data, Metro may obtain injunctive relief or other equitable remedies against User in addition to all available remedies at law, without any showing of actual damages or posting any bond or security of any kind, in Metro's sole discretion.

22. **CLICK-THROUGH.** User agrees that User is executing this Agreement by means of an electronic signature "click-through" process. As used herein, the term "click-through" means the act, by clicking or tapping on an electronic button or link for the purpose of accepting this Agreement without ink on paper (or a wet signature). By proceeding to the System and clicking the "I Agree" button and/or box in the Metro MLS Annual Copyright Confirmation ("[Contract](#)") that this Agreement is incorporated into, User agrees, acknowledges and asserts that User has read, understands, and agrees to be bound by this Agreement and the Contract.

23. **SURVIVAL.** Any terms of this Agreement that by their nature extend beyond the termination or expiration of this Agreement shall remain in effect until fulfilled, including (but not limited to): confidential information, governing law and dispute resolution, copyrights, governing law and jurisdiction, indemnification, intellectual property, and limitation of liability. The survival of such provisions is not conditioned upon or limited by any specified duration contained elsewhere in this Agreement.

24. **LINKS.** The website links referred to and/or included in this Agreement (the "[Links](#)") are current as of the last revised date below. Metro does not guarantee that the Links will be perpetually current, and it is User's sole responsibility to click on each Link and notify Metro in writing if a Link is no longer current and/or operational both: (a) prior to executing this Agreement; and/or (b) during the Term of this Agreement.

25. **LIST.** The [Consent and Waiver Agreement](#) relating to access to the Excluded Property List on the System ("[Consent and Waiver Agreement](#)") is hereby incorporated into and made a part of this Agreement by reference. By executing this Agreement, User acknowledges receipt of, and

agrees to be bound by, the Consent and Waiver Agreement as a condition of access to the Excluded Property List.

Last Revised Date: August 11, 2026