



## Terms of Use

YOUR USE OF THIS SITE INDICATES YOUR ACCEPTANCE OF THESE TERMS OF USE AND DISCLAIMERS.

THIS TERMS OF USE AGREEMENT CONSTITUTES A LEGAL AND BINDING AGREEMENT BETWEEN YOU AND LISTING LLAMA, LLC (“LISTING LLAMA”). IT IS IMPORTANT THAT YOU READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. THIS AGREEMENT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS DISCLAIMERS, LIMITATIONS AND EXCLUSIONS OF LISTING LLAMA’S LIABILITY TO YOU, AND INDEMNITIES THAT YOU GIVE LISTING LLAMA.

IF YOU ARE UNDER THE AGE OF MAJORITY IN THE JURISDICTION IN WHICH YOU ARE RESIDENT (I.E., IF YOU ARE A MINOR), OR IF YOU DO NOT AGREE TO BE FULLY BOUND BY THESE TERMS, YOU ARE NOT AUTHORIZED TO USE THIS WEBSITE OR APP OR LISTING LLAMA’S SERVICES.

This Listing Llama Terms of Use Agreement (this “Agreement”) governs your access to and use of any material, content or services provided through this website or app, whether online or via mobile application (or any combination of those) known as Listing Llama (collectively, the “Site”), owned or operated by LISTING LLAMA, LLC and its respective members, officers, agents, investors, subsidiaries, affiliates and employees (“Listing Llama”). Through the Site, Listing Llama offers an online platform designed to connect consumers with real estate agents and related online services (collectively, the “Services”). By downloading, accessing or using the Site, including by accessing or using the Services you (“you” or the “User”) accept and agree to be bound by this Agreement.

About the Services. The Site and the Services allow Users who are seeking real property representation as a prospective buyer and/or seller (each a “Consumer User”) to connect through the Site with Users who are real estate professionals (each a “Professional User”) for the purpose of providing real estate agency and/or listing services (the “Professional Services”). The Services and Site allow Consumer Users and Professional Users to connect only for the purpose of forming contact with one another, and Users are themselves responsible for contracting for Professional Services.

LISTING LLAMA DOES NOT PROVIDE OR PERFORM ANY PROFESSIONAL SERVICES. WE DO NOT ENDORSE, RECOMMEND OR OTHERWISE KNOW THE TERMS OF ANY AGREEMENT BETWEEN A CONSUMER USER AND A PROFESSIONAL USER. WE ARE NOT RESPONSIBLE FOR THE PERFORMANCE OF PROFESSIONAL SERVICES, AND WE DO NOT HAVE CONTROL OVER OR OTHERWISE MONITOR THE QUALITY, PROVISION OR FAILURE TO PROVIDE, OR ANY ASPECT WHATSOEVER RELATING TO THE PROVISION OF PROFESSIONAL SERVICES RELATED, DIRECTLY OR INDIRECTLY, TO THE SITE OR THE SERVICES. LISTING LLAMA IS NOT RESPONSIBLE OR LIABLE FOR ANY ACTS OR OMISSIONS CREATED OR PERFORMED BY THE PROFESSIONAL USERS, ANY REAL ESTATE PROFESSIONALS, AND/OR ANY THIRD-PARTY.

DISCLAIMER: THE SITE, SERVICES AND THE CONTENT (HEREINAFTER DEFINED) ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS WITH ALL FAULTS AND WITHOUT ANY WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND. LISTING LLAMA DOES NOT

MAKE AND DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF QUALITY, ACCURACY, USEFULNESS, SECURITY, RELIABILITY, TIMELINESS OR COMPLETENESS OF ANY AND ALL INFORMATION CONTAINED OR REFERENCED ON THIS SITE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OR THAT THIS SITE WILL BE SECURE, COMPLETE OR FREE OF ERRORS, VIRUSES, BUGS, PROBLEMS OR OTHER LIMITATIONS OR WILL OPERATE WITHOUT INTERRUPTION. LISTING LLAMA EXPRESSLY DISCLAIMS ANY OBLIGATION TO UPDATE ANY INFORMATION ON THIS SITE. LISTING LLAMA ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT, SECURITY, AVAILABILITY, OR COMPATIBILITY, OF THIS SITE.

1. Amendments to this Agreement: Users agree that Listing Llama reserves the right to amend, revise, change, modify, add, or delete portions of this Agreement in our sole discretion from time to time without further notice. Listing Llama will post the latest version of this Agreement on the Site in the same place that you are reading this (or from which we will link to the latest version), and we will indicate at the top or bottom of this page the date of the latest update to this Agreement. Your continued use of the Site and the Services constitutes acceptance of any changes, modifications, additions or deletions. If you do not agree to abide by this or any future version of the Agreement, do not use or access the Services or the Site. It is each User's responsibility to regularly check this page to determine if there have been changes to this Agreement and to review such changes.
2. Services and/or Site Modifications: Listing Llama reserves the right at any time and from time to time to perform maintenance on, to add to, to remove from, to make upgrades and updates to, to suspend, and to modify or discontinue the Site or the Services or any part thereof with or without notice to Users. NOTWITHSTANDING ANY PROVISION HEREIN, YOU AGREE THAT WE WILL NOT BE LIABLE IN ANY MANNER TO YOU OR TO ANY THIRD-PARTY FOR ANY SUCH MAINTENANCE, ADDITION, REMOVAL, UPGRADE, UPDATE, SUSPENSION OR MODIFICATION.

Listing Llama is not responsible for any problems or technical malfunctions, including, without limitation, any problem or malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or persons, traffic congestion on the Internet or at any site or Site, or combination thereof.

3. Account: Users must register for the Services through the Site by creating an account (the "Account"). Users are responsible for any and all use of the Account, including any action that takes place using your Account by any person or automated process. Users are solely responsible for maintaining the confidentiality and security of the password to the Account, and immediately notifying Listing Llama of any unauthorized use of the Account.

Upon creating an Account or otherwise requesting any Services, you must provide Listing Llama with true, accurate, current and complete information about yourself as prompted by any registration forms, as well as any other information provided to Listing Llama (collectively, the "Information"). You agree to maintain and update the Information from time to time, and will ensure it is true, accurate, current and complete at all times.

Users are solely, and Listing Llama is not, responsible for the accuracy and reliability of all account information, including information Users may learn about other users through the Services. If Listing Llama decides it is necessary in its sole discretion, Listing Llama may independently verify or ask you for proof of any Information. If you are unable to provide proof, Listing Llama reserves the right, at its sole discretion, to suspend or terminate your registration and/or Account, or otherwise suspend or limit your access to any Services. At no

time does Listing Llama have any obligation to confirm the accuracy or reliability of Information, and is not responsible for any failure to verify or confirm any Information.

By creating or using an Account, you signify that you are of the age of majority and that you have all rights in connection with the Professional Services being requested, including in respect of any real estate, properties or other premises that are the subject thereof. You may not use the Services if you do not meet these conditions. You may register on behalf of a corporate entity; however you acknowledge and agree that by registering for an Account in such a capacity, you are authorized to enter into this Agreement on behalf of, and bind that entity to, this Agreement.

*Consumer Users:* When signing up for an Account as a Consumer User, you are solely responsible for confirming the accuracy of all Information provided, including details relating to the property or properties in question, your own personal information, and any related details. By providing such information, you represent and warrant that you have all legal right, title and interest right to request such Professional Services, including, for example, to grant the successful Professional User access and information needed to perform the Professional Services. You understand and agree that the Professional Users that participate on the Site are not employees of Listing Llama.

*Professional Users:* All Professional Users must be currently registered and in good standing with your respective real estate board and must belong to a reputable real estate brokerage in the United States or Canada. When signing up for an Account as a Professional User, you will have separate processes and agreements that you need to complete in order to complete the registration of your Account. By providing any information or completing the registration process, you represent and warrant that you have all legal right, title and interest to provide Professional Services in connection with the subject premises, including, for example, by complying with all regulatory and licensing requirements in connection there with.

4. Payment for Professional User's Membership\*: Initially, there is no charge for Professional Users, for promotional purposes. At a future date, Professional Users will be contacted and advised what monthly charges will be levied and we will provide Professional Users with instructions for payment.
5. CONSUMER USERS MAKE CONTACT WITH PROFESSIONAL USERS AT THEIR SOLE DIRECTION. CONSUMER USERS CONTRACT DIRECTLY WITH THE PROFESSIONAL USERS FOR THE PROFESSIONAL SERVICES. LISTING LLAMA IS NOT A PARTY TO ANY AGREEMENTS OR CONTRACTS FOR ANY PROFESSIONAL SERVICES. IF, AS PART OF USING THE SERVICES OR REGISTERING FOR AN ACCOUNT, PROFESSIONAL USERS AGREE TO PAY CERTAIN FEES TO LISTING LLAMA IN CONNECTION WITH THE SERVICES, THEN NONE OF THE SERVICES, OR ANY PROCESSES OR PAYMENTS BY PROFESSIONAL USERS, MAKE LISTING LLAMA RESPONSIBLE FOR THE VERACITY OR RELIABILITY OF ANY USERS' INFORMATION, CONTENT OR ANY PROFESSIONAL SERVICES.

Listing Llama makes no guarantees regarding the provision of Professional Services or including but not limited to the quality, workmanship, timeliness, integrity, ability or skills of Professional Users or the Professional Services Professional User's purport to provide. While Listing Llama attempts to verify Professional User's accounts, LISTING LLAMA DOES NOT WARRANT OR GUARANTEE ANY PROFESSIONAL USER'S PROFESSIONAL ACCREDITATION, REGISTRATION, CERTIFICATION, LICENSE, INSURANCE, BOND, OR OTHER REGULATORY STATUS IN CONNECTION WITH PROFESSIONAL SERVICES.

6. Privacy: Listing Llama's privacy policy may be viewed in detail at <https://listingllama.com/privacy-policy>. Details surrounding Listing Llama's use, access, storage, transfer and disclosure of your Information. You acknowledge that the Site uses the Internet and other third-party networks, and that, accordingly, any

information or communications may be processed or transmitted over various networks that are beyond the scope of Listing Llama's control and for which we do not have any responsibility.

7. Grant of License: Listing Llama grants to Users a limited, non-exclusive, non-transferable, revocable license to use the Site for its lawful and intended purposes, subject to the terms and conditions of this Agreement. Users are expressly prohibited from using the Site outside of the uses provided in this Agreement.

Listing Llama reserves all rights in and to the Site not expressly granted to you under this Agreement and you only have a limited license to use the Site to access the Services in accordance with this Agreement. Users agree to adhere to any terms of any Third-Party app store, mobile software platform, payment platform, or other Third-Party services provided in connection with your use of the Site or the Services.

8. Content, Copyright and Proprietary Rights. All articles, materials, texts, notes, messages, postings, illustrations, graphics, designs, images, photographs, information, audio or video clips, ratings software and codes available on the Site (the "Content"), including the manner in which the Content is presented, are protected by United States and Canadian laws, including copyright law, and belong to Listing Llama. All software integrated in or found on the Site, including, in particular, any type of code, including all of the files and/or images contained in or generated by such software, is protected by copyright and may be protected by other laws. All such software belongs to Listing Llama, its affiliates or licensors. You shall not: (i) use, copy, modify, adapt, translate, download or transmit all or any part of the software; (ii) sell, lease, license or assign the software or otherwise allow access thereto; (iii) modify, remove or cover any trademark or proprietary notice included in the software; (iv) decompile, disassemble, decrypt, extract, reverse engineer or re-create the Site, its components, or something similar to the Site including, in particular, the software, or help anyone do so. Use of the Content and materials for any purpose not expressly permitted in this Agreement is prohibited.

9. Trademarks. "Listing Llama", the Listing Llama logo and design, and all other trademarks, service marks, logos, designs, graphics, icons etc. used by Listing Llama on or in connection with the Services or the Site are registered trademarks, trademarks or trade dress of Listing Llama or its licensors. Users are hereby prohibited from using the marks without the prior consent of Listing Llama, whether as part of trademarks, trade names, trade dress or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion.

10. User Content. Users, or any person making use of an Account, are permitted to copy, submit, transmit, or otherwise disseminate and distribute certain content (collectively, your "User Content"), and Listing Llama does not claim ownership over any User Content. By creating or otherwise providing any User Content, Users hereby acknowledge and accept that Listing Llama reserves the right to refuse to display or transmit any User Content, in its sole discretion, and Users grant Listing Llama the worldwide, royalty-free, non-exclusive right and license to use, distribute, disseminate, reproduce, modify, and display such User Content as permitted by the operations of the Services and the Site (the "User License"), so long as: the User License is limited to the purposes of the Services; the User License includes the right to sublicense to Third-Party service providers for the sole purposes of the Services and at all times in accordance with this Agreement; and the User License will end at a commercially reasonable period after such User Content is removed from the Services by the User, and Listing Llama will cease to use User Content except as permitted.

By providing Listing Llama any User Content, you represent and warrant to Listing Llama that you have right, title and interest to grant the User License, the User content is accurate and

reliable, and the User Content does not infringe on any other person's copyright, trademark, proprietary interests, trade secrets, privacy or other intellectual property rights. THE USER LICENSE INCLUDES ALL RIGHTS FOR LISTING LLAMA TO USE, DISCLOSE, ACCESS, STORE, AND TRANSMIT YOUR USER CONTENT AS SET OUT IN THE LISTING LLAMA PRIVACY POLICY: <https://listingilama.com/privacy-policy>.

You further confirm that no User Content contains any libelous, defamatory, hateful, abusive, or otherwise unlawful material, and you hereby agree to indemnify Listing Llama and hold Listing Llama harmless from any claims, losses, damages or expenses incurred by Listing Llama in respect of any Third-Party claims that your User Content infringes on any other person's rights (including all of the rights set out above). Without limiting that, THE USER, AND NOT LISTING LLAMA, ASSUMES FULL RESPONSIBILITY FOR ALL OF THE USER CONTENT, INCLUDING IF A THIRD-PARTY SUES LISTING LLAMA. LISTING LLAMA IS NOT RESPONSIBLE OR LIABLE IN ANY MANNER FOR YOUR USER CONTENT, ANY OTHER USER'S USER CONTENT, OR THIRD-PARTY CONTENT, WHETHER OR NOT AVAILABLE THROUGH THE SERVICES, THE SITE OR OTHER USERS. Listing Llama does not control and is not responsible for our Users' actions (on the Site or otherwise) and is not responsible for any User Content you may encounter on the Services or throughout the Site. Notwithstanding anything else in this Agreement, Listing Llama has no responsibility to monitor any User Content or third-party content.

NOTWITHSTANDING THE FOREGOING, LISTING LLAMA IS ENTITLED TO MODIFY, ANONYMIZE OR AGGREGATE YOUR USER CONTENT, SUCH THAT IT NO LONGER IDENTIFIES YOU AS AN INDIVIDUAL, AND CONTINUE TO USE IT FOR ANY PURPOSE, BOTH DURING AND EVEN AFTER YOU USE THE SERVICES OR THE SITE.

*Services Content:* All Content that is otherwise stored on, made available, or transmitted through the Services or the Site other than your own User Content, including the Services and the Site, all other Users' Content, any Content made available by Listing Llama or any Third-Party (collectively, the "Services Content") is the proprietary property of Listing Llama or our licensors, including our Users, with all rights reserved, and Listing Llama (or, as applicable, our licensors, including our Users) retain and shall retain all right, title and interest in and to all Services Content.

*Feedback.* The User Content does not include any feedback, questions, comments, complaints, suggestions, ideas, or other information about the Services, the Site or other Services Content that you provide to us, all of which will be non-confidential and without limiting that Listing Llama will be entitled to the unrestricted use and dissemination thereof for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

*Third-Party Sites.* This Site may contain links to other websites or apps on the internet (the "Third-Party Sites"). You acknowledge that we have no control over such Third-Party Sites and that we are not responsible for the accuracy, content, legality or any other aspect of any Third-Party Sites. In no event shall any reference to any Third-Party, Third-Party Sites, or Third-Party product or service be construed as an approval or endorsement by Listing Llama of that Third-Party, Third-Party Site, or of any product or service provided by any Third-Party or Third-Party Site. You should review the applicable terms and policies, including privacy and data gathering practices, of any Third-Party Site to which you navigate from the Site. Further, we are in no way responsible for references to or representations, endorsements, reviews, recommendations or sponsorship of the Services or any Users on any Third-Party Sites.

## 11. The Opportunities Process:

The following terms and conditions apply to Users that participate in the bidding process for the Professional Services (the "Opportunity Process"):

A bid to provide Professional Services is proposed by a Professional User to a Consumer User (the "Bid"). The Bid is only an expression of interest and is not binding unless and until it is

accepted by a Consumer User. The Consumer User is entitled to ignore, decline, or accept a Bid. By accepting the Bid, the Consumer User agrees to work with that Professional User to the exclusivity of other Professional User's Bids (the "Acceptance"). Upon the Acceptance, the Professional User is responsible for reviewing and executing either a Listing Agreement or a Buyer Representation Agreement (as applicable) with the Consumer User, at which point the parties are contractually bound to complete any obligations thereunder.

- (a) Consumer Users acknowledge and agree that:
- (i) you are not a real estate professional;
  - (ii) if applicable, you are the owner, or an authorized agent of an owner, of the real estate that you list through our Site and wish to sell (the "Listing");
  - (iii) you have provided a complete and accurate Listing and/or request to purchase real property ("Request ") (as applicable);
  - (iv) Listing Llama may contact you to verify your Listing and/or Request details;
  - (v) Listing Llama is entitled to provide your accurate contact information to the Professional User of the Acceptance;
  - (vi) Listing Llama is not intended to solicit parties under an exclusive contract with a brokerage; and
  - (vii) The payment and remittance of taxes, if applicable, is your sole responsibility, and Listing Llama recommends that you take advice from your accounting, finance or tax professional. Listing Llama is not responsible for any taxes owed or any other income issues you encounter as a result of using the Services.
- (b) Professional Users acknowledge and agree that:
- (i) Listing Llama is not intended to solicit parties under an exclusive contract with a brokerage.
  - (ii) Professional Users are solely responsible for carefully reviewing the contents of any Listing or Request prior to submitting a Bid on such Listing or Purchase Request;
  - (iii) Listing Llama does not guarantee that any of your Bids will be accepted by any Consumer Users;
  - (iv) Upon the Acceptance, you will contact the Consumer User within twenty four (24) hours of receiving notification of the Acceptance;
  - (v) Professional Users agree to honor the rate that has been expressed in the Bid; and
  - (vi) The payment and remittance of taxes, if applicable, is your sole responsibility, and Listing Llama recommends that you take advice from your accounting, finance or tax professional. Listing Llama is not responsible for any taxes owed or any other income issues you encounter as a result of using the Services.

- (c) Conduct: You are strictly prohibited from any use of the Site, the Services, or the Content other than as specifically authorized in this Agreement, without our prior written permission. Notwithstanding anything provided in this Agreement, you agree that you will not:
- (i) download, copy, reproduce, republish, or use the Site or any source code, the Services or the Content for commercial use, resale or republication (other than commercial uses explicitly authorized by Listing Llama);
  - (ii) modify the Site in any way or use the Site outside of its customary and intended purpose;
  - (iii) request or use any portion of the Services or the Professional Services that would violate any applicable local, provincial, national or international law or regulation or otherwise encourage or facilitate illegal activity;
  - (iv) use the Site or the Services arrange independent professional services independent of the Professional Services offered, as a way to circumvent Listing Llama's fees, if any, or for any other reason;
  - (v) use any robot or data mining tool with respect to the Site, the Services, or the Content;
  - (vi) register for more than one Account;
  - (vii) gain or attempt to gain unauthorized access to the Services or the Site.

Consumer Users must not use the Services to market for Professional Services without an actual intention to find and retain the services of a Professional User, or without intent to pay for Professional Services once retained on terms that are agreed to between you and the Professional User.

Professional Users must not bid or communicate with Consumer Users regarding requests for Professional Services unless the Professional User is competent and licensed and authorized to do so (within the appropriate jurisdiction), and must not make a Bid without an intention to complete on the proposed Bid.

12. Termination. Users may terminate the Account at any time by deleting the User's Account. Listing Llama reserves the right, in its sole discretion, to suspend, restrict, or terminate any User's access to this Site or the Services, for any reason and at any time without notice, including, but not limited to, violation of this Agreement.
13. User Disputes and Release. The Services are a venue for connecting Consumer Users with Professional Users. We are not involved or responsible for any contact between Users or in the provision of Professional Services. Users are solely responsible for interactions with other Users. If any User has a dispute with another User or Users, the User is responsible for resolving such dispute. YOU IRREVOCABLY RELEASE LISTING LLAMA FROM ANY AND ALL CLAIMS, DEMANDS, OR DAMAGES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, DIRECT OR INDIRECT ARISING OUT OF OR IN ANY WAY CONNECTED WITH OR ARISING FROM SUCH DISPUTES.
14. Limitations on Liability: IN NO EVENT WILL LISTING LLAMA BE LIABLE TO USERS OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, AND WHETHER DIRECT OR INDIRECT, FOR ANY LOST PROFITS, LOST BUSINESS OPPORTUNITIES, LOST DATA, OR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OF ANY

NATURE WHATSOEVER, ARISING FROM YOUR USE OF THE SITE OR THE SERVICES, OR OTHER MATERIALS ON OR ACCESSED THROUGH THE SERVICES (INCLUDING ALL THIRD-PARTY CONTENT AND THIRD-PARTY SITES), EVEN IF LISTING LLAMA IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. No Agency. Users hereby acknowledge and agree that no joint venture, employment, partnership, or agency relationship exists between Users and Listing Llama as a result of this Agreement or Users' use of the Services.
16. Copyright, Intellectual Property and Content Complaints. If you believe that any Services Content infringes upon any copyright or other intellectual property right that you own or control, or if you otherwise object to any User Content that you find on the Site, you may send a written notification to our designated agent for complaints: by e-mail to: [hello@listingllama.com](mailto:hello@listingllama.com) or by regular mail to the Attention of Copyright, IP, and Content Complaints, at #905 - 1631 Dickson Avenue, Kelowna, British Columbia V1Y 0B5.
17. Governing Law; Venue and Jurisdiction. We care about addressing your concerns in an informal and efficient manner. For any dispute you have with Listing Llama regarding the Services or the Site, you may contact Listing Llama and attempt in good faith to resolve the dispute informally by reporting the dispute to our customer service online at any time by emailing [hello@listingllama.com](mailto:hello@listingllama.com). You agree that the laws of the Province of British Columbia, Canada, without regard to principles of conflict of laws, will govern this Agreement and any dispute of any sort that might arise between you and us. You hereby irrevocably attorn to the exclusive jurisdiction of the Courts of the City of Kelowna, in the Province of British Columbia with respect to any dispute hereunder.
18. International Access. This Website or app may be accessed from countries other than the United States and Canada. This Site and the Services may contain Services or references to Services that are only available within the United States and Canada. Any such references do not imply that such Services will be made available outside the United States and Canada. If you access and use this Website or app, you are responsible for complying with any local laws and regulations of the relevant jurisdiction.
19. No Class Actions. To the extent permitted by applicable law, you and Listing Llama hereby agree and acknowledge that:
  - (a) we may only resolve disputes on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, purported class, consolidated, or representative action; and
  - (b) the extent permitted by applicable law, any dispute may not be combined or consolidated with a dispute involving any other person's or entity's product or claim. No amendment of this provision will affect Users who entered into the Agreement unless expressly acknowledged in writing by the relevant User.
20. Indemnity. YOU ARE FULLY RESPONSIBLE FOR YOUR ACTIONS AND INTERACTIONS WITH OTHER USERS. YOU AGREE TO RELEASE, INDEMNIFY AND HOLD LISTING LLAMA HARMLESS FROM AND AGAINST ANY LOSS, LIABILITY, CLAIM, DEMAND, DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE LEGAL AND ACCOUNTING FEES, ARISING OUT OF OR IN CONNECTION WITH: its use of your User Content; your use of the Services or the Site that violates this Agreement, any law, or any right of any Third-Party; and any interactions, disputes or controversies that arise between you and other Users.



21. YOU EXPRESSLY ACKNOWLEDGE, UNDERSTAND, AND AGREE THAT THE LIMITATIONS, EXCLUSIONS AND INDEMNIFICATIONS CONTAINED IN THIS AGREEMENT ARE FAIR AND REASONABLE IN THE CIRCUMSTANCES, AND THAT BUT FOR THESE LIMITATIONS AND EXCLUSIONS LISTING LLAMA WOULD NOT HAVE ENTERED INTO THIS AGREEMENT.
  
22. Application: this Agreement constitutes the entire agreement between Users and Listing Llama regarding the use of the Site and the Services, superseding any prior agreements between Users and Listing Llama relating to use of the Site and the Services, and all other Content. Failure of Listing Llama to exercise or enforce any right or provision of this Agreement does not constitute a waiver of such right or provision and no waiver of such right or provision shall be deemed a further or continuing waiver of such right or provision. If a court of competent jurisdiction finds any provision of this Agreement to be void, invalid or unenforceable, the parties hereto nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in such provision, and the other provisions of this Agreement shall remain in full force and effect. Other than for Professional Users, who may have specific agreements signed or authorized by Listing Llama in addition to this Agreement, this Agreement represents the entire understanding relating to the use of this Site and prevails over any prior or contemporaneous, conflicting, or additional, communications, understandings, or agreements (including, but not limited to, any prior versions of this Agreement). If any provision of this Agreement is held invalid, unlawful, void or unenforceable for any reason, that provision shall be deemed severable and the remainder of this Agreement shall continue in full force and effect. This Agreement shall ensure to the benefit of, and be binding upon, parties hereto and their respective heirs, executors, administrators, successors, and assigns.