

## Triangle MLS, Inc. SentriCard® Cardholder Agreement

Triangle MLS, Inc. (TMLS), located at 111 Realtors Way, Cary, NC 27513, agrees to provide the use of the SentriLock LLC Electronic Lockbox SentriCard® to the person signing below (“Cardholder”) under the following conditions.

### 1. DEFINITIONS:

- a. **Participant** means the principal broker or appraiser manager that supervises Subscriber’s real estate activities and on whose behalf Subscriber conducts those real estate activities.
- b. **SentriCard®** means the key that allows Cardholder to use the SentriLock system.
- c. **SentriLock System** means the lockbox system.
- d. **Subscriber** means a Participant’s employees, contractors, salespeople, and assistants (whether licensed or unlicensed as real estate brokers or appraisers).
- e. **TMLS Affiliates** means TMLS and its officers, directors, employees, agents, representatives, licensors, and shareholders.
- f. **TMLS Policies** means bylaws, rules and regulations, and policies and procedures adopted by TMLS’s board of directors or authorized delegates, as TMLS amends them from time to time.

2. **ELIGIBILITY; REQUIREMENTS:** Cardholder must be a Subscriber member in good standing with TMLS. Cardholder may only use the SentriCard® for its business purposes. Cardholder is responsible for providing any necessary Internet connection, cell phone, cell service plan (when not specifically provided by TMLS or SentriLock System), text messaging service, computer hardware and non-SentriLock supplied software for communication with the SentriLock System.
3. **CURRENT UPDATE:** Cardholders must update their SentriCard® every 24 hours; otherwise the card will be expired. No update of the mobile application is necessary.
4. **FEES; OWNERSHIP; REPLACEMENT CARDS:** Cardholder’s first SentriCard® is provided free of charge to Cardholder. Replacement cards are at a fee set by TMLS. All SentriCards® shall be the property of TMLS, SentriLock or both. Replacement SentriCards® will be issued to Cardholders who:
  - a. Have complied with this Agreement and the TMLS policies, and
  - b. Pay a fee specified by TMLS to replace a SentriCard® lost, stolen, damaged or defective.
5. **TERM OF AGREEMENT; TERMINATION:** The term of this Agreement begins when it is executed and ends when the Agreement is terminated. The Agreement shall terminate:
  - a. on the date the Cardholder terminates Subscribership in TMLS,
  - b. upon Cardholder’s notice,
  - c. upon Cardholders violation of certain TMLS Policies, or
  - d. immediately in TMLS’s reasonable discretion.
6. **EFFECT OF TERMINATION:** The SentriCard® and SentriSmart® app will no longer open lockboxes or permit access to the SentriLock® system.
7. **SECURITY OF SENTRICARDS®:** Cardholder acknowledges that it is necessary to maintain security of the SentriCard® to prevent its use by unauthorized persons. In the event Cardholder fails to follow any of the following security requirements, determined in TMLS’s reasonable discretion, TMLS may disable Cardholder’s SentriCard or terminate Cardholder’s access to the SentriLock System. Cardholder agrees to:

- a. keep the SentriCard® in Cardholders possession or in a safe place at all times;
  - b. not allow his/her personal identification number (PIN) to be attached to the SentriCard® nor disclose to any third party his/her personal identification number (PIN);
  - c. not loan the Sentricard® to any person, for any purpose whatsoever, or to permit the Sentricard® to be used for any purpose by any other person;
  - d. not duplicate the SentriCard® or allow any person to do so;
  - e. not assign, transfer, or pledge the rights of the SentriCard®;
  - f. notify TMLS as soon as is reasonably possible the loss or theft of a SentriCard®. The Cardholder shall sign and deliver a statement to TMLS with respect to the circumstances surrounding the loss or theft. TMLS shall charge for the replacement of SentriCards® either lost or damaged; and
  - g. follow all additional security procedures as specified in the TMLS Policies.
- 8. SECURITY OF SENTRILOCK SYSTEM:** Cardholder is prohibited from selling, assigning, distributing, providing access to, reverse engineering, decompiling, modifying, disclosing, or otherwise transferring the SentriLock System or any portion or element thereof.
- 9. DISCIPLINARY ACTION:** Cardholder agrees to be subject to the TMLS Policies for violation of any provision of this Agreement. Discipline may include, but is not limited to, fines of \$500 to \$15,000, forfeiture of the SentriCard® and the Cardholder's right to be issued a SentriCard®. The TMLS Board of Directors have the further right to exercise any disciplinary action per the TMLS Policies.
- 10. DISCLAIMER OF WARRANTIES.** THE TMLS AFFILIATES PROVIDE THE SENTRICARD AND ALL COMPONENTS OF IT ON AN "AS IS," "AS AVAILABLE" BASIS. USE OF THE SENTRICARD ARE AT THE SOLE RISK OF CARDHOLDER. THE TMLS AFFILIATES DO NOT WARRANT THAT THE SENTRICARD WILL BE UNINTERRUPTED OR ERROR-FREE, AND MAKE NO WARRANTY AS TO THE RELIABILITY OF THE SENTRICARD. TMLS AFFILIATES EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE SENTRICARD, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 11. LIMITATIONS AND EXCLUSIONS OF LIABILITY.** IN NO EVENT SHALL THE TMLS AFFILIATES BE LIABLE TO CARDHOLDER OR ANYONE ELSE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE SENTRICARD, INCLUDING RELIANCE BY CARDHOLDER ON ANY INFORMATION OBTAINED THROUGH USE OF THE SENTRICARD; MISTAKES, OMISSIONS, DELETIONS OR DELAYS IN TRANSMISSION OF SUCH INFORMATION; INTERRUPTIONS IN TELECOMMUNICATIONS CONNECTIONS TO THE SENTRICARD; AND VIRUSES OR FAILURES OF PERFORMANCE; WHETHER CAUSED IN WHOLE OR PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR THEFT OF, DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO THE SENTRICARD AND RELATED INFORMATION, RECORDS AND PROGRAMS.
- 12. MAXIMUM AGGREGATE LIABILITY.** IN NO EVENT SHALL TMLS AFFILIATES BE LIABLE TO CARDHOLDER FOR ANY AMOUNT IN EXCESS OF THE GREATER OF (A) THE FEES CARDHOLDER HAS PAID TMLS, IF ANY, IN THE YEAR IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO ANY CLAIM FOR DAMAGES; OR (B) \$100.
- 13. Indemnification.** Cardholder shall defend, indemnify and hold the TMLS Affiliates and other Participants and Subscribers harmless from and against any and all liability, damages, loss or expense (including reasonable fees of attorneys and other professionals) in any claim, demand, action or proceeding initiated by any third-party against the TMLS Affiliates or other Participants and Subscribers arising from any loss, authorized use, or unauthorized use of the SentriCard or any breach of this Agreement.

- 14. Injunctive relief.** Cardholder agrees that in the event of Cardholder's breach of this Agreement, determined in TMLS's sole discretion, TMLS may obtain injunctive relief or other equitable remedies against Cardholder in addition to all available remedies at law, without any showing of actual damages or posting any bond or security of any kind.
- 15. Dispute resolution; Venue.** In the event TMLS claims that Cardholder has violated the TMLS Policies, TMLS may, at its option, resolve such a claim according to the disciplinary procedures set out in the TMLS Policies. Cardholder agrees to submit all other disputes or claims under this Agreement to the jurisdiction and venue of the state and federal courts sitting in Wake County, North Carolina.
- 16. Legal fees.** In the event of legal action or proceeding between TMLS and Cardholder, on account of or in respect to this Agreement, where TMLS is the prevailing party, TMLS shall be entitled to recover its reasonable attorneys' fees, costs and expenses incurred in such action or proceeding
- 17. No third-party beneficiaries.** This Agreement is entered into solely between, and may be enforced only by, TMLS and Cardholder, and this Agreement shall not create or be construed to create any rights in any home owner, home seller, home purchaser, board or association, or other third party.
- 18. Interpretation and amendment.** Cardholder expressly consents to the execution of amendments by electronic means (such as web site "click through" agreements). TMLS may amend this agreement by providing 30 days' advance notice of the amendment to Cardholder. If Cardholder continues to use the SentiCard or TMLS Database after the expiration of the 30-day notice period, Cardholder will be deemed to have agreed to the terms as amended. Except as provided in this paragraph, this Agreement may not be amended except by written instrument executed by both parties.
- 19. Assignment.** Neither this Agreement nor any obligations or duties hereunder may be assigned or delegated by Cardholder. Any purported assignment or delegation in contravention of this section is null and void.
- 20. Integration and severability.** This Agreement contains the entire understanding of the parties and supersedes all previous oral and written agreements on the subject hereof. Each provision of this Agreement is severable from the whole, and if one provision is declared invalid, the other provisions shall remain in full force and effect. The foregoing notwithstanding, if any provision of Sections 10 through 12 is declared invalid or unenforceable by any court of competent jurisdiction, this Agreement and Cardholder's access to the SentiCard shall immediately terminate.
- 21. Survival.** The terms of Sections 1 and 2 (as applicable), and 6 through 7 shall survive termination of this Agreement.
- 22. Governing law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina applicable to contracts made and performed in North Carolina, without regard to its conflicts of law and choice of law provisions.
- 23. Notice.** Any notice required or permitted to be given under this Agreement shall be in writing and delivered via (a) U.S. Mail, postage paid and return receipt requested; (b) express mailing service with confirmation of receipt; (c) facsimile transmission, provided sender obtains confirmation of transmission; or (d) electronic mail, provided sender requests a return receipt. All notices are effective on the date of receipt or three days after transmission, whichever is earlier.

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I agree to the terms of this Agreement by signing below and represent and warrant that I am an authorized TMLS Cardholder, will abide by and understand the TMLS Policies and acknowledge receipt of a SentiLock SentiCard from TMLS.

**Cardholder:**

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **TMLS ID:** \_\_\_\_\_

**OFFICE NAME:** \_\_\_\_\_

**MLS Cardholder Type (Check all that apply)**

**Broker-In-Charge** \_\_\_\_\_

**Licensed real estate agent** \_\_\_\_\_

**Certified Appraiser** \_\_\_\_\_

**Administrative Assistant** \_\_\_\_\_

**Licensed Home Inspector** \_\_\_\_\_