

Realogy Application Programming Interface License and Terms of Service

THANK YOU FOR ACCESSING THIS WEBSITE AND FOR YOUR USE OF REALOGY'S APIs, ITS API PORTAL, AND OTHER DEVELOPER SERVICES, DATA, CONTENT, RELATED DOCUMENTATION AND ASSOCIATED SOFTWARE RELATED THERETO (COLLECTIVELY, "APIs"). BY ACCESSING OR USING OUR APIs, YOU ARE AGREEING TO THE TERMS BELOW. IF THERE IS A CONFLICT BETWEEN THESE TERMS AND ADDITIONAL TERMS APPLICABLE TO A GIVEN API, THE ADDITIONAL TERMS WILL CONTROL FOR THAT CONFLICT. COLLECTIVELY, WE REFER TO THE TERMS BELOW, ANY ADDITIONAL TERMS, ANY TERMS WITHIN THE ACCOMPANYING API DOCUMENTATION, AND ANY APPLICABLE POLICIES AND GUIDELINES AS THE "TERMS." YOU AGREE TO COMPLY WITH THE TERMS AND THAT THE TERMS CONTROL YOUR RELATIONSHIP WITH US. PLEASE READ ALL THE TERMS CAREFULLY.

Under the Terms, "Realogy" means Realogy Services Group LLC and its applicable affiliates. Realogy has offices at 175 Park Avenue, Madison, NJ 07940, United States. We may refer to "Realogy" as "we", "our", or "us" in the Terms.

Section 1: Account and Registration

a. Accepting the Terms

You may not use the APIs and may not accept the Terms if (a) you are not of legal age to form a binding contract with Realogy, or (b) you are a person barred from using or receiving the APIs under the applicable laws of the United States or other countries including the country in which you reside or from which you use the APIs.

b. Entity Level Acceptance

The terms "you" and "your" refer to the business entity that has signed the Terms below. The Terms may not be executed by a person in an individual capacity.

c. Registration

In order to access certain APIs you may be required to provide certain information (such as identification or contact details) as part of the registration process for the APIs, or as part of your continued use of the APIs. Any registration information you give to Realogy will always be accurate and up to date and you are responsible for informing us promptly of any updates. Realogy reserves the right to terminate inactive registrations.

d. Subsidiaries and Affiliates

Realogy has subsidiaries and affiliated legal entities around the world. These companies may provide the APIs to you on behalf of Realogy and the Terms will also govern your relationship with these companies.

Section 2: Using Our APIs

- a. **Grant of License.** Subject to the terms set forth in this API Agreement, Realogy grants You a limited, non-exclusive, revocable, non-sublicensable license to access and use the Realogy APIs in an unaltered object code form only for legitimate business purposes and not for any purpose that competes with Realogy.

Your End Users

You will require your end users to comply with (and not knowingly enable them to violate) applicable law, regulation, and the Terms.

b. Compliance with Law, Third Party Rights, and Other Realogy Terms of Service

You will comply with all applicable law, regulation, and third party rights (including without limitation laws regarding the import or export of data or software, privacy, and local laws). You will not use the APIs to encourage or promote illegal activity or violation of third party rights. You will not violate any other terms of service with Realogy (or its affiliates).

c. Permitted Access

You will only access (or attempt to access) an API by the means described in the documentation of that API. If Realogy assigns you developer credentials (e.g. client IDs), you must use them with the applicable APIs. You will not misrepresent or mask either your identity or the identity of client you use to access the API ("API Client") when using the APIs or developer accounts. Separate developer credentials may be issued for (a) internal development and test use of the APIs only by you ("Test Use"), and (b) production use of the APIs by you ("Production Use"). Test Use permits you to use the APIs (including the applicable data provided) only by you (and the internal employees of your organization if an entity) solely for the purposes of your development, testing and demonstrating to Realogy your API Client. Production Use is permitted only to the extent necessary to support an API Client and/or services You provide to a Realogy affiliate, franchise or brand. You shall use the APIs only to the extent expressly authorized by Realogy.

Realogy may assign You a confidential "key" for use with the Realogy API; You may be issued one key for use in a test environment or sandbox and another key for access to production APIs (collectively the "Key"). You shall store the Key on a secure server with controlled access, firewall and intrusion detection, network monitoring and other reasonable requirements that may be communicated to You in writing from time to time. Realogy may change the Key(s) from time to time and shall give You written notice of such change (which may include email). You shall not sell, transfer, sublicense or otherwise disclose the Key(s) to unauthorized third-parties. You Shall contact Realogy immediately if You reasonably believe that an unauthorized third-party is using Your Key or if the Key is otherwise disclosed, lost or stolen.

d. API Limitations

Realogy may set and enforce limits on your use of the APIs (e.g. limiting the number of API requests that you may make or the number of users you may serve), in our sole discretion. You agree to, and will not attempt to circumvent, such limitations which may be documented with each API. If you would like to use any API beyond these limits, you must obtain Realogy's express consent (and Realogy may decline such request or condition acceptance on your agreement to additional terms and/or charges for that use). To seek such approval, contact the relevant Realogy API team for information (e.g., by using the Realogy API Portal).

e. Open Source Software

Some of the software required by or included in our APIs may be offered under an open source license. Open source software licenses constitute separate written agreements. For certain APIs, open source software is listed in the documentation. To the limited extent the open source software license expressly supersedes the Terms, the open source license instead sets forth your agreement with Realogy for the applicable open source software.

f. Communication with Realogy

We may send you certain communications in connection with your use of the APIs. Please review the such communications for information about opting out of certain types of communication. Opting out of certain communications may require you to cancel your registration and terminate your use of the APIs.

g. Feedback

If you provide feedback or suggestions about our APIs, then we (and those we allow) may use such information without obligation to you.

h. Non-Exclusivity

The Terms are non-exclusive. You acknowledge that Realogy may develop products or services that may compete with the API Clients or any other products or services.

Section 3: Your API Clients

a. API Clients and Monitoring

The APIs are designed to help you enhance your websites, products, services, applications or other assets ("API Client(s)"). YOU AGREE THAT REALOLOGY MAY MONITOR USE OF THE APIS TO ENSURE QUALITY, IMPROVE REALOLOGY APIS, PRODUCTS AND SERVICES, AND VERIFY YOUR COMPLIANCE WITH THE TERMS. This monitoring may include Realogy accessing and using your API Client, for example to identify security issues that could affect Realogy or its users. You will not interfere with this monitoring. Realogy may use any technical means to overcome such interference. Realogy may suspend access to the APIs by you or your API Client without notice if we reasonably believe that you are in violation of the Terms.

b. Security

You will use commercially reasonable efforts to protect user information collected by your API Client, including personally identifiable information ("PII"), from unauthorized access or use and will promptly report to your users and to Realogy any unauthorized access or use of such information to the extent required by applicable law.

c. Ownership

Realogy does not acquire ownership in your API Clients, and by using our APIs, you do not acquire ownership of any rights in our APIs or the content that is accessed through our APIs. All right, title and interest in any modification, enhancement or derivative work of any API created during your use shall automatically vest in Realogy and you shall execute any documents requested by Realogy related thereto.

d. User Privacy and API Clients

You will comply with all applicable privacy laws and regulations including those applying to PII. You will provide and adhere to a privacy policy for your API Client that clearly and accurately describes to users of your API Client what user information you collect and how you use and share such information (including for advertising) with Realogy and third parties.

Section 4: Prohibitions and Confidentiality

a. API Prohibitions

When using our APIs, you may not (or allow those acting on your behalf to):

1. Sublicense our APIs for use by a third party. Consequently, you will not create an API Client that functions substantially the same as any of our APIs and offer it for use by third parties without Realogy's express prior written consent.
2. Perform an action with the intent of introducing to Realogy products and services any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature.
3. Defame, abuse, harass, stalk, or threaten others.
4. Interfere with or disrupt the APIs or the servers or networks providing the APIs.
5. Promote or facilitate unlawful online gambling or disruptive commercial messages or advertisements.
6. Reverse engineer or attempt to extract the source code from any API or any related software, except to the extent such use is expressly allowed by applicable law.
7. Use the APIs for any activities where the use or failure of the APIs could lead to death, personal injury, or environmental damage (such as the operation of nuclear facilities, air traffic control, or life support systems).
8. Use the APIs to submit to Realogy, or process or store, any data that (a) any information relating, directly or indirectly, to an identified or identifiable natural person located in the European Economic Area ("EEA"), Switzerland and/or the United Kingdom, and/or (b) is subject to the International Traffic in Arms Regulations maintained by the U.S. Department of State.
9. Remove, obscure, or alter any Realogy terms of service or any links to or notices of those terms.

Unless otherwise specified in writing by Realogy, Realogy does not intend use of the APIs to create obligations under the Health Insurance Portability and Accountability Act, as amended ("HIPAA"), and makes no representations that the APIs satisfy HIPAA requirements. If you are (or become) a "covered entity" or "business associate" as defined in HIPAA, you will not use the APIs for any purpose or in any manner involving transmitting protected health information to Realogy unless you have received prior written consent to such use from Realogy.

b. Confidential Matters

1. Developer credentials (such as passwords, keys, and client IDs) are intended to be used by you and identify your API Client. You will keep your credentials confidential and make reasonable efforts to prevent and discourage other API Clients from using your credentials. Developer credentials may not be embedded in open source projects.
2. Our communications to you and our APIs may contain Realogy confidential information. Realogy confidential information includes the APIs and any materials, communications, and information that are marked confidential or that would normally be considered confidential under the circumstances. If you receive any such information, then you will not disclose it to any third party without Realogy's prior written consent. Realogy confidential information does not include information that you independently developed, that was rightfully given to you by a third party without confidentiality obligation, or that becomes public through no fault of your own. You may disclose Realogy confidential information when compelled to do so by law if you provide us reasonable prior notice, unless a court orders that we not receive notice.

Section 5: Content

a. Content Accessible Through our APIs

Our APIs may contain some third-party content (such as text, images, videos, audio, or software). Content accessible through our APIs is the property of Realogy and may only be used by you for the purposes as described herein.

b. Submission of Content

Some of our APIs allow you to submit content to our APIs, even in test circumstances. Realogy does not acquire any ownership of any intellectual property rights in the content that you submit to our APIs through your API Client, except as expressly provided in the Terms. However, you give Realogy a perpetual, irrevocable, worldwide, sublicensable, royalty-free, and non-exclusive license to Use content submitted, posted, or displayed to or from the APIs through your API Client. "Use" means use, host, store, modify, communicate, and publish. Before you submit content to our APIs through your API Client, you will ensure that you have the necessary rights (including the necessary rights from your end users) to grant us the afore-mentioned license. You are responsible for complying with all laws and regulations related to the use, confidentiality, integrity and availability of your submitted content.

c. Retrieval of content

When a user's non-public content is obtained through the APIs, you may not expose that content to other users or to third parties without explicit opt-in consent from that user.

d. Data Portability

Realogy supports data portability. For as long as you use or store any user data that you obtained through the APIs, you agree to enable your users to export their equivalent data to other services or applications of their choice in a way that's substantially as fast and easy as exporting such data from Realogy products and services, subject to applicable laws, and you agree that you will not make that data available to third parties who do not also abide by this obligation.

e. Prohibitions on Content

Unless expressly permitted by the content owner or by applicable law, you will not, and will not permit your end users or others acting on your behalf to, do the following with content returned from the APIs:

1. Scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
2. Copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third party;
3. Misrepresent the source or ownership; or
4. Remove, obscure, or alter any copyright, trademark, or other proprietary rights notices; or falsify or delete any author attributions, legal notices, or other labels of the origin or source of material.

Section 6: Non-Use of Realogy Name

You shall not use the name, logos or trademarks of Realogy, any Realogy-affiliated brand or any Realogy affiliate or refer to or identify Realogy, any Realogy-affiliated brand or any Realogy affiliate in any application, website or related to any use of the APIs without the prior written consent of Realogy.

You will not make any statement regarding your use of an API which suggests partnership with, sponsorship by, or endorsement by Realogy without Realogy's prior written approval. You shall not during your use of the APIs, or thereafter, use or refer to in any press release, public disclosure (including but not limited to any SEC and/or similar filing), advertising, publicity, promotional, marketing, or other materials, media, or activities, any name, trade name, trademark, service mark, logo, or any other designation of Realogy or any of its affiliates without the prior written consent of Realogy.

d. Promotional and Marketing Use

In the course of promoting, marketing, or demonstrating the APIs you are using and the associated Realogy products, Realogy may produce and distribute incidental depictions, including screenshots, video, or other content from your API Client. You grant us all necessary rights for the above purposes.

Section 7: Data Use

Data Use

By using our APIs, Realogy may use submitted information for any purpose and you represent and warrant to Realogy that you have the right to grant such use rights to Realogy for submitted information. You shall (a) use the APIs in accordance with these Terms, including any applicable privacy policy and applicable law, (b) solely for Owner's business purposes and not for any other business or internal purpose, and (c) comply with our requests for data under applicable

privacy laws or audit requirements. You shall execute any documentation or agreements with any required for Owner or Realogy to comply with applicable law, including any privacy laws.

Section 8: Termination

a. Termination

You may stop using our APIs at any time with or without notice. Further, if you want to terminate the Terms, you must provide Realogy with prior written notice and upon termination, cease your use of the applicable APIs. Realogy reserves the right to terminate the Terms with you or discontinue the APIs or any portion or feature or your access thereto for any reason and at any time without liability or other obligation to you. Realogy shall not be liable for any costs, expenses or damages as a result of termination of this API Agreement by either party or discontinuance of the API availability in Realogy's sole discretion.

b. Your Obligations Post-Termination

Upon any termination of the Terms or discontinuation of your access to an API, you will immediately stop using the API, and delete any cached or stored content that was permitted by the cache header under Section 5. Realogy may independently communicate with any account owner whose account(s) are associated with your API Client and developer credentials to provide notice of the termination of your right to use an API. Upon request, you will certify to Realogy that complete deletion has been finalized.

c. Surviving Provisions

When the Terms come to an end, those terms that by their nature are intended to continue indefinitely will continue to apply, including but not limited to: Sections 4b, 5, 8, 9, and 10.

Section 9: Liability for our APIs

a. WARRANTIES

(1) *Warranties.* Each party represents that it has the necessary authority to enter into and perform the Agreement, and that such performance does not violate or breach any other agreement to which it is a party. Additionally, you represent and warrant that you will fully comply with the Agreement, and that your content that you provide to us will be accurate and your use of the APIs do not and will not cause any breach of the Agreement.

(2) *DISCLAIMER.* WE PROVIDE THE APIS ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE APIS AND, AND WE DO NOT WARRANT THAT THE APIS WILL BE SECURE, UNINTERRUPTED, TIMELY, OR ERROR-FREE. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM AND THE AGREEMENT EXCLUDES ANY IMPLIED OR STATUTORY WARRANTY, INCLUDING ANY WARRANTY OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU ACKNOWLEDGE THAT THERE ARE RISKS INHERENT IN NETWORK CONNECTIVITY THAT COULD RESULT IN THE LOSS OF YOUR PRIVACY, DATA, CONFIDENTIAL INFORMATION AND PROPERTY. YOU FURTHER ACKNOWLEDGE THAT REALOGY DOES NOT CONTROL NETWORKS OR THIRD PARTIES AND REALOGY IS NOT RESPONSIBLE FOR THE IMPACT ON THE APIS BY THE ACTION OR INACTION OF SUCH THIRD PARTIES. YOU ACKNOWLEDGE AND AGREE THAT THE API AGREEMENT DOES NOT ENTITLE YOU TO ANY SUPPORT FOR THE REALOGY APIS.

b. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER REALOGY, ITS SUPPLIERS AND/OR ITS DISTRIBUTORS WILL BE LIABLE IN CONNECTION WITH THE AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM, FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR BUSINESS OPPORTUNITIES, OR ANY SPECIAL OR PUNITIVE DAMAGES, EVEN IF INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. **YOU UNDERSTAND AND AGREE THAT REALOGY HAS NO LIABILITY TO YOU OR ANY OTHER PARTY FOR ACTIONS AND OMISSIONS BY USERS OF YOUR API CLIENTS AND/OR THE USE OF THE APIS THAT ARE MADE AVAILABLE AS PART OF THE SERVICES, AND YOU ARE SOLELY RESPONSIBLE FOR SUCH ACTIONS AND OMISSIONS.**

c. Indemnification

Unless prohibited by applicable law, if you are a business, you will defend and indemnify Realogy, and its affiliates, directors, officers, employees, and users, against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding to the extent arising from:

1. your use or your end user's use of the APIs;
2. your violation or your end user's violation of the Terms; or
3. any content or data routed into or used with the APIs by you, those acting on your behalf, or your end users.

Section 10: General Provisions

a. Modification

We may modify the Terms or any portion to, for example, reflect changes to the law or changes to our APIs. You should look at the Terms regularly. We'll post notice of modifications to the Terms within the documentation of each applicable API, to this website, and/or in the Realogy API Portal. Changes will not apply retroactively and will become effective when they are posted. If you do not agree to the modified Terms for an API, you should discontinue your use of that API. Your continued use of the API constitutes your acceptance of the modified Terms.

b. U.S. Federal Agency Entities

The APIs were developed solely at private expense and are commercial computer software and related documentation within the meaning of the applicable U.S. Federal Acquisition Regulation and agency supplements thereto.

c. General Legal Terms

The Terms do not create any third-party beneficiary rights or any agency, partnership, or joint venture. Nothing in the Terms will limit either party's ability to seek injunctive relief. We are not liable for failure or delay in performance to the extent caused by circumstances beyond our reasonable control. If you do not comply with the Terms, and Realogy does not take action right away, this does not mean that Realogy is giving up any rights that it may have (such as taking action in the future). If it turns out that a particular term is not enforceable, this will not affect any other terms. The Terms are the entire agreement between you and Realogy relating to its subject and supersede any prior or contemporaneous agreements on that subject.

The parties are independent contractors, and there is no partnership, joint venture, employment, franchise or agency relationship created by the Agreement. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent. You may not assign any of your rights in the Agreement, and any such attempt is void, but we may assign our rights to any of our affiliates, or to any successor in interest of any business associated with the Services. A waiver of any provision of the Agreement must be made in writing to be effective, and our waiver of a breach of any provision or right contained in the Agreement will not constitute a continuing waiver or waive any subsequent breach or right. You agree to comply with all U.S. export control regulations, anti-corruption laws and embargoes (including without limitation the U.S. Export Administration Regulations (15 CFR, Chapter VII)) with respect to the Services. If any provision of the Agreement is unenforceable, that provision will be modified to render it enforceable to the extent possible to affect the parties' intention, and the remaining provisions will not be affected.

Except as set forth below: (i) the laws of New Jersey, U.S.A., excluding New Jersey's conflict of laws rules, will apply to any disputes arising out of or related to the Terms or the APIs and (ii) ALL CLAIMS ARISING OUT OF OR RELATING TO THE TERMS OR THE APIs WILL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS LOCATED IN NEWARK, NEW JERSEY, USA, AND YOU AND REALOGY CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.

If you are accepting the Terms on behalf of a United States federal government entity, then the following applies instead of the paragraph above: the laws of the United States of America, excluding its conflict of laws rules, will apply to any disputes arising out of or related to the Terms or the APIs. Solely to the extent permitted by United States Federal law: (i) the laws of the State of New Jersey (excluding New Jersey's conflict of laws rules) will apply in the absence of applicable federal law; and (ii) FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE TERMS OR THE APIs, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS LOCATED IN NEWARK, NEW JERSEY.

If you are accepting the Terms on behalf of a United States city, county, or state government entity, then the following applies instead of the paragraph above: the parties agree to remain silent regarding governing law and venue.