

Premier Agent Contract



Agent Contact Information	Order and Payment Terms	
Name: Michael Lattiboudeaire	Purchase Date:	2014-10-30T15:58:40.000Z
Street:	Ad Order ID:	596175
City:	Premier Agent Package:	Platinum
State:	Contract Start Date:	2014-10-30T15:58:40.000Z
Zip:	Contract Term Length (months):	12
Email: keturaabmax@hotmail.com	Previous Spend Per Month:	.00
Phone: (973) 558-8146	Additional Spend Per Month:	59.50
Fax:	Total Spend Per Month:	59.50

Purchase Details

Total Spend Per Month includes the following zip codes and impressions per month:

07073 - 2383 impressions, 07102 - 1083 impressions,

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IMPORTANT: This Ad Order will continue on a month-to-month basis after the initial term, until the Advertiser terminates as described in the Zillow Premier Agent and Listing Ads Terms of Use. Note purchases that are paid in full are not refundable.

Terms and Conditions

This Ad Order is governed by the attached Zillow Premier Agent and Listing Ads Terms of Use (the "Terms of Use"), including all updates to the Terms of Use, which updates shall be effective upon Zillow incorporating the updates into the Terms of Use and posting at <http://www.zillow.com/corp/SATerms.htm>.

ACCEPTED AND AGREED:

DocuSigned by:

Michael Lattiboudeaire

10/30/2014

Signature

Date

Zillow Premier Agent and Listing Ads Terms of Use

These Zillow Premier Agent and Listing Ads Terms of Use (the "Premier and Listing Ads Terms", or the "Agreement") govern the placement of Premier Agent (including all ad variations and subscription levels), Featured Listings, Showcase Ads, Special Offer Listings and standard For Sale and For Rent By Owner Listings (the last two, collectively, "Standard Listings") advertisements (each, an "Ad" and collectively, "Ads") with Zillow, Inc. ("Zillow") by the customer ("Advertiser") placing an Ad order (an "Ad Order"). If Advertiser submits an Ad Order on the Zillow Sites (as defined below) or via phone with Zillow inside sales, Advertiser is purchasing the Ad directly from Zillow. In either case, Zillow and Advertiser agree and acknowledge that these Premier and Listing Ads Terms apply. Advertiser shall protect any Advertiser password(s) and takes full responsibility for any use of any Advertiser account(s) on Zillow.com.

1. Policies. Advertiser shall use Zillow Ads subject to the [Zillow Advertising Content and Image Guidelines](#), the [Zillow Privacy Policy](#), the Terms of Use for the Zillow Site(s), and other policies and requirements published by Zillow from time to time (collectively, "Policies"). The Policies are incorporated by reference herein and Zillow may modify the Policies at

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any time. Further, Advertiser may not include in the screen and profile names that are displayed in the Ad any language other than Advertiser's first and last name and/or the name of Advertiser's business. Zillow reserves the right to refuse any advertisement, for any reason.

2. Ads Programs.

a. Advertiser Responsibilities. Advertiser is solely responsible for all materials submitted to Zillow for inclusion in an Ad, including, without limitation: (i) ad photos, videos, information, URLs, and other content ("Ad Materials"), whether generated by or for Advertiser; and (ii) web sites and landing pages to which Ad Materials link or direct users, and the advertised properties and services on such pages, ((i) and (ii), collectively "Advertised Properties and Services"). Advertiser represents and warrants to Zillow that it is authorized to act on behalf of and has bound to these Premier Agent and Listing Ads any third party for which Advertiser places Ads.

b. Display. Zillow shall, for a period of time as indicated in the corresponding Ad Order (the "Term"), display an Ad including the Ad Materials on www.zillow.com and related URLs controlled by Zillow (the "Zillow Sites"), and on websites owned or operated by Zillow's authorized licensees (the "Licensee Sites") when applicable. Zillow shall display Premier Agent Ads on search results pages for areas located in, and within close proximity to, the ZIP code designated by Advertiser, or on other pages on the Zillow Sites or the Licensee Sites served to users who have visited pages for those ZIP codes. Zillow shall display Featured Listing Ads to users whose search queries match the advertised property. The order process may include a prediction of how many times the Ads will be viewed during the Term, but Zillow cannot guarantee the number of views for Ads. Advertiser understands that users of the Zillow Sites and Licensee Sites, automated computers, third parties, and Zillow itself may generate views, impressions or clicks on Advertiser's ads for proper or improper purposes. Zillow has priced the Ads with this risk in mind, and Advertiser accepts this risk in purchasing an Ad.

c. Ad Correction. Zillow does not review all Ads prior to display, but Zillow or users of the Zillow Sites or the Licensee Sites may identify concerns with any given Ad. Zillow may send Advertiser an email notifying Advertiser to modify Ad Materials as posted, due to error or due to a violation of these Premier Agent and Listing Ads Terms, the Policies, the Terms of Use for the Zillow Sites, or for any other reason. If Advertiser does not modify the Ad Materials to comply after notice, Zillow will not be required to display the corresponding Ad or to refund any prepaid amounts to Advertiser. Alternatively, Zillow has the right, but not the obligation, to modify the Ad Materials for format, spelling, or other matters of presentation, or to comply with the Premier Agent and Listing Ads Terms, the Policies, or the Terms of Use for the Zillow Sites. Advertiser grants Zillow permission to utilize an automated software program to retrieve and analyze websites associated with the Advertised Properties and Services for ad quality and serving purposes.

d. Impression-based Premier Agent Display. Although Ads purchased subject to a Premier Agent impression-based Ad Order may include an estimate of how many times an Ad will be displayed each month, Zillow cannot guarantee that impressions of the Ad will be uniformly distributed during any month or that the estimated number of impressions will be delivered during the Term. In the event that an Ad Order guarantees an aggregate number of impressions and the corresponding Ad does not receive the guaranteed number of impressions during the Term, Advertiser's sole remedy will be for Zillow to: (i) provide the outstanding impressions following the end of the Term if the Advertiser paid for the impressions upfront; and (ii) only charge Advertiser for the impressions delivered if the Advertiser is paying for impressions in arrears on a monthly basis. Notwithstanding the foregoing, for Premier Agent impression-based Ad Orders that include "up to" a particular number of impressions, Zillow does not guarantee any aggregate number of impressions. In the event that Advertiser places a bid for Ad impressions, Advertiser may update his/her monthly budget and/or maximum price per impression at any time via Advertiser's [My Ads](#) page. Updates will apply only to future impressions; they will not apply retroactively. Zillow does not guarantee that any number of impressions will be delivered for bids placed by Advertiser.

e. Premier Agent Websites. If an Advertiser who purchases an applicable Premier Agent Ad subscription opts to create a Premier Agent website (a "Premier Agent Website"), Advertiser must additionally comply with: (i) the registration agreement accepted by Advertiser upon Advertiser's acquisition of a domain name and creation of a Premier Agent Website (the "Registration Agreement"), (ii) any updates to the Registration Agreement and any additional agreements, each as posted at <http://www.opensrs.com/site/resources/agreements>, and (iii) all other applicable laws, rules or regulations. Advertiser understands and agrees that the template provided with the Premier Agent Website is and will

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remain the property of Zillow. Advertiser further understands that any amounts paid by Advertiser for the Premier Agent Website are strictly to cover Zillow hosting the Premier Agent Website; use of the template is complementary and is included as part of Advertiser's subscription. Between Zillow and Advertiser, Advertiser is responsible for all content posted on Advertiser's Premier Agent Website (the "Website Content") and Advertiser represents and warrants that the Website Content will not violate any third party rights, nor include any discriminatory, abusive, obscene, threatening, libelous or illegal material. Advertiser may not use a domain name that includes any Zillow trademark (including but not limited to Zillow and Zillow.com) for Advertiser's Premier Agent Website. Zillow may suspend an Advertiser's use of Advertiser's Premier Agent Website at any time in the event of a breach of this Agreement. In the event that an Advertiser's Premier Agent Ad subscription is terminated, all content on the Advertiser's Premier Agent Website will be deleted immediately and Advertiser will be responsible for any payments and additional steps required to maintain Advertiser's domain name. Zillow will not be responsible for Advertiser's loss of any Website Content, the domain name or any losses resulting therefrom.

f. Agent and Lender Co-Marketing. Advertisers who participate in the Co-Marketing program understand and agree that the relationship between the real estate agent and the lender in such program is strictly limited to a co-marketing arrangement under which the lender pays Zillow to appear in the Advertiser's Ads on Zillow. The Advertiser will be responsible for any amounts not paid by a lender (or lenders) for the Advertiser's Ads. In the event that a co-marketing lender does not pay the amount billed by Zillow, Zillow will charge the corresponding Advertiser the outstanding amount due on their Premier Agent Ad subscription.

g. Premier Agent Video Ads. Only Advertisers who have a Platinum Premier Agent Ad subscription and meet the required spend profile in Zip codes where Premier Agent Video Ads are available will be eligible to purchase Premier Agent Video Ads. The production of one agent video is included in the Premier Agent Video Ad package; Advertiser is responsible for providing any replacement video. Zillow maintains the final approval right over any Ad Materials submitted by Advertiser for inclusion in a Premier Agent Video Ad.

h. Featured Listing Ad Updates. Zillow may send email to Advertiser, asking Advertiser to confirm the continued currency and accuracy of a Featured or Standard Listing Ad. Typically, Zillow will send such updates monthly, and Advertiser will have fifteen (15) days to respond. If Advertiser does not respond to the update request within the time frame specified, Zillow may remove the Featured or Standard Listing Ad from the Zillow Sites without refunding any prepaid amounts to Advertiser. Advertiser may reinstate the Featured or Standard Listing Ad, or revise it with different content, at any time during the remainder of the Term of the Featured or Standard Listing Ad.

i. Special Offer Listings. If Advertiser opts to add a Special Offer to a listing, Advertiser must additionally comply with the Zillow Special Offer Terms and Conditions, accepted by Advertiser upon Advertiser's addition of a Zillow Special Offer to a listing.

3. Termination.

a. Nonrefundable. All Ad purchases are non-refundable.

b. Termination of Ads by Advertiser. Premier Agent, Featured Listing, and Standard Listing Ads run for the Term, then terminate as described below. Note that an Ad Order that includes the display of Ads on both the Zillow Sites and the Licensee Sites is considered a single Ad and cannot be terminated separately. For example, Advertiser may not terminate the Ad on the Yahoo! website(s), but keep the Ad on the Zillow Sites.

c. Premier Agent and Featured Listing Ads purchased via Zillow Inside Sales or via the Zillow Sites; No Refund; Repayment of Discount for Early Termination. After the initial Term, a Premier Agent or Featured Listing Ad sold via phone by a Zillow inside sales representative or purchased via the Zillow Sites will continue on a month-to-month basis until terminated by the Advertiser. Zillow may, in its sole discretion, change the price to be paid by an Advertiser for such Premier Agent or Featured Listing Ad, effective as of the beginning of any such monthly renewal term. Advertiser may terminate a Premier Agent Ad by sending an email to [ShowcaseTermination@zillow.com](mailto>ShowcaseTermination@zillow.com). Upon providing notice to Zillow, Advertiser may terminate a Premier Agent or Featured Listing Ad purchased from Zillow inside sales before the end of the Term, however: (A) prepaid amounts are not refundable; and (B) if Advertiser has received a discount, upon early termination, Zillow will charge Advertiser's credit card an amount equal to the total discount that Advertiser would have

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received during the months remaining in the term.

d. Upgrades/Downgrades. Advertisers who purchased a Premier Agent Ad subscription other than Platinum may upgrade their subscription at any time, subject to availability and then current pricing.

e. Restart. In the event Advertiser or Zillow stops the display of Advertiser's Premier Agent Ads, Advertiser is responsible to restart display, which may require a modification to the Ad Materials. Ads terminated online will cease serving shortly after cancellation or suspension.

f. Survival. Zillow reserves the right to terminate the Ads program and/or these Premier Agent and Listing Ads Terms at any time. Sections 1, 2(a), 3, 4, 5, 6, 7, 8 and 9 will survive any termination of this Agreement.

4. Prohibited Uses; License Grant; Representations and Warranties. Advertiser shall not, and shall not authorize any party to: (a) generate automated, fraudulent or otherwise invalid impressions, inquiries, conversions, clicks or other actions for Advertiser's own advertisements or any other advertisements on the Zillow Sites or the Licensee Sites; (b) use any automated means of scraping or data extraction to collect Zillow advertising related information from any Zillow Site or Licensee Site except as expressly permitted by Zillow in writing; or (c) advertise anything illegal or engage in any illegal or fraudulent business practice. Advertiser represents and warrants to Zillow that it holds and hereby grants Zillow all rights (including any copyright, trademark, patent, publicity or other rights) in Ad Materials, Website Content and Advertised Properties and Services necessary for Zillow to operate the Ads program (including any rights needed to use, reproduce, modify, distribute, perform, display, and create derivative works of Ad Materials) in connection with this Agreement. Advertiser represents and warrants to Zillow that all Advertiser information provided in connection with Advertiser's account and any Ad Order is complete, correct and current. Further, Advertiser represents and warrants that, regarding any rights granted by Advertiser hereunder, Ad Materials, Website Content and Advertised Properties and Services will not violate or encourage violation of any applicable laws, regulations, code of conduct, or third party rights (including intellectual property rights). Violation of the foregoing may result in immediate termination of Advertiser's Ad Order(s) and/or Advertiser's account without notice, without limiting any other remedies available to Zillow.

5. Disclaimer and Limitation of Liability. ZILLOW PROVIDES THE ADS PROGRAMS "AS IS," "WITH ALL FAULTS" AND "AS AVAILABLE," AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH ADVERTISER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ZILLOW AND ITS SUPPLIERS MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED. ZILLOW, ITS LICENSEES AND ITS SUPPLIERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OR CONDITIONS, EXPRESS, STATUTORY AND IMPLIED, INCLUDING (A) WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, ACCURACY, TITLE, QUIET ENJOYMENT, NO ENCUMBRANCES, NO LIENS AND NON-INFRINGEMENT, (B) WARRANTIES OR CONDITIONS ARISING THROUGH COURSE OF DEALING OR USAGE OF TRADE, AND (C) WARRANTIES OR CONDITIONS OF UNINTERRUPTED OR ERROR-FREE ACCESS OR USE. Without limitation, Zillow disclaims all guarantees regarding positioning, levels, quality, or timing of: (i) availability and delivery of any impressions or Ad Materials on any Zillow Site or Licensee Site, or section thereof; (ii) click through rate; (iii) click throughs; (iv) conversions or other results for any ads; or (v) the adjacency or position of Ads on the Zillow Site(s) or the Licensee Site(s). EXCEPT FOR INDEMNIFICATION AMOUNTS PAYABLE TO THIRD PARTIES HEREUNDER AND ADVERTISER'S BREACHES OF SECTION 1, TO THE FULLEST EXTENT PERMITTED BY LAW: (y) NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING LOSS OF PROFITS, REVENUE, INTEREST, GOODWILL, LOSS OR CORRUPTION OF DATA OR FOR ANY LOSS OR INTERRUPTION TO ADVERTISER'S BUSINESS) WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY; AND (z) EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER IS LIMITED TO AMOUNTS PAID OR PAYABLE TO ZILLOW BY ADVERTISER FOR THE AD GIVING RISE TO THE CLAIM. Except for payment obligations, neither party is liable for failure or delay resulting from a condition beyond the reasonable control of the party, including but not limited to acts of God, government, terrorism, natural disaster, labor conditions and power failures.

6. Payment. Advertiser shall be responsible for all charges as provided via Advertiser's account, and shall pay all charges in U.S. Dollars. For purchases directly from Zillow, charges are made against Advertiser's credit card at the time of purchase. In the event Advertiser fails to pay, unpaid amounts will bear interest at the rate of one percent (1%) per month

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(or the highest rate permitted by law, if less). Charges are exclusive of applicable taxes. Advertiser is responsible for paying (a) all taxes, government charges, and (b) reasonable expenses (including collection agency and attorneys' fees) Zillow incurs in collecting unpaid amounts. To the fullest extent permitted by law, Advertiser waives all claims relating to charges (including any claims for charges based on suspected invalid clicks) unless claimed within sixty (60) days after the charge (without prejudice to Advertiser's credit card issuer rights). Charges are based solely on Zillow's measurements for the Ads program. To the fullest extent permitted by law, refunds (if any) are at the sole discretion of Zillow. Nothing in these Premier Agent and Listing Ads Terms may obligate Zillow to extend credit to any party. Advertiser acknowledges and agrees that any credit card and related billing and payment information that Advertiser provides to Zillow may be shared by Zillow with companies who work on Zillow's behalf, such as payment processors and/or credit agencies, solely for the purposes of checking credit, effecting payment to Zillow and servicing Advertiser's account. Zillow may also provide information in response to valid legal process, such as subpoenas, search warrants and court orders, or to establish or exercise its legal rights or defend against legal claims. Zillow shall not be liable for any use or disclosure of such information by such third parties.

7. Changes to Premier Agent and Listing Ads Terms. Zillow may change these Premier Agent and Listing Ads Terms at any time upon notice and without liability. Zillow may give notice as described in Section 10 below, or Zillow may give notice by updating the terms on this web page.

8. Indemnification. Advertiser shall indemnify and defend Zillow, its authorized licensees, suppliers, agents, affiliates, and licensors from any third party claim or liability arising out of: (i) Ad Materials, (ii) Advertised Properties and Services, (iii) Website Content, (iv) Advertiser's violation of federal, state, local or any other laws or regulations; and (v) Advertiser's breach of this Agreement or any other applicable terms and conditions, including but not limited to the Zillow Special Offer Terms and Conditions and the Zillow Website Terms of Use.

9. Consent. Advertiser agrees that Zillow, or a third party acting on behalf of Zillow, may call and/or send text messages to the telephone number(s) provided by Advertiser, including calls and text messages using an automatic telephone dialing system and/or an artificial or prerecorded voice ("Other Messages"). Advertiser further agrees that such calls and/or text messages may constitute telemarketing, e.g. Zillow may call with information about new service offerings available to Advertiser. Advertiser understands that agreeing to receive Other Messages that constitute telemarketing is not a condition to purchase.

10. Miscellaneous. These Premier Agent and Listing Ads Terms are governed by the laws of the State of Washington, without giving effect to its conflict of laws provisions. Advertiser agrees to submit to exclusive jurisdiction and venue in the state and federal courts sitting in King County, Washington for any and all disputes, claims and actions arising from or in connection with the Premier Agent or Listing Ads program and/or these Premier Agent and Listing Ads Terms. In any dispute arising under this Agreement, the prevailing party will be entitled to attorneys' fees and expenses. This Agreement, including the corresponding Ad Order(s), constitutes the entire and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any other agreements, terms and conditions applicable to the subject matter hereof. No statements or promises have been relied upon in entering into this Agreement except as expressly set forth herein, and any conflicting or additional terms contained in any other documents (e.g. reference to a purchase order number) or oral discussions are void. Advertiser may grant approvals, permissions, extensions and consents by email, but any modifications by Advertiser to the Agreement must be agreed upon in a writing executed by both parties. Any notices to Zillow must be sent to Zillow Inc., Premier Agent and Listing Ads, 1301 Second Ave., Floor 31, Seattle, WA 98101, with a copy to Legal Department, via registered mail with return receipt or air mail or overnight courier, and are deemed given upon receipt. Notice to Advertiser may be effected by sending an email to the email address specified in Advertiser's account, or by posting a message to Advertiser's account interface, and is deemed received when sent (for email) or no more than fifteen (15) days after having been posted (for a message). A waiver of any default is not a waiver of any subsequent default. Unenforceable provisions will be modified to reflect the parties' intention and only to the extent necessary to make them enforceable, and remaining provisions of the Agreement will remain in full effect. Advertiser may not assign any of its rights hereunder and any such attempt is void. Zillow and Advertiser are independent contractors, not legal partners or agents. In the event that these Premier Agent and Listing Ads Terms or the applicable Ads program is terminated, Zillow shall not be obligated to return any materials to Advertiser.

— Updated August 2014