

CBA DATA USE AND INTERNET RULES

1. No member may make available to a non-member any exclusive listing of another member. Notwithstanding the foregoing, nothing in this Rule should be interpreted to prevent a member from republishing another member's listing on the internet in a manner consistent with CBA's Rules and policies.

2. A member, who pays CBA dues currently for all licensees and licensed assistants who are licensed to the member and engaged primarily in the sale and/or leasing of commercial real property or business opportunities as well as dues for any unlicensed assistants having access to CBA's databases may republish all or a portion of CBA's database on the internet in accordance with the following provisions and in keeping with any policy that CBA may adopt from time to time:

(a) An internet republication of another member's listing shall not contain more (but may contain less) information than is provided for in CBA's then current policy.

(b) The information on the member's site shall be updated at least weekly.

(c) A member may not modify or manipulate another member's listing data.

(d) Any search result identifying another member's listing in a brief or "thumbnail" listing shall bear the CBA approved logo immediately adjacent to the property information to identify the listing as a CBA listing. An explanation that those properties marked with the CBA logo refer to CBA listings must appear on the first page where such listings are displayed. The logo and the explanation shall be at least as large as the type used to describe the property. A search result producing a detailed display of another member's listing shall bear the listing company's name immediately following the property information. The size and type shall be at least as large as the type used for the listing office name on the CBA web site. Any result identifying another member's listing shall include a disclaimer disclaiming liability for inaccuracies in the data. The disclaimer shall be in a form approved by CBA.

(e) All listings of all members are eligible for internet publication unless the owner has opted out of internet publication by so indicating on the owner's listing agreement.

(f) Any internet site used for publication of CBA's data must be controlled by a member and advertised as that member's internet site. Subscribers licensed to that member may frame that member's site. The member will be jointly responsible with the subscriber for the subscriber's violation of CBA's internet Rules and policies.

(g) A member republishing another member's listings shall take reasonable efforts to avoid "scraping" of the data and displaying of that data on another, unapproved web site.

(h) Changes to an internet site necessary to cure a violation of CBA's Rules must be accomplished timely, as requested by CBA, and in any event, within five days of notice from CBA of the violation.

(i) The detailed display of another Member's listing must include the name of the listing company adjacent to the listing in a type size that is at least as large as the type size used to describe the property, in a font that is at least as dark and bold as the font type used to describe the property. The detailed display of another member's listing shall include a statement disclaiming liability for inaccuracies as follows: "Disclaimer: The information contained in this listing has not been verified by [insert Member company name] and should be verified by the buyer."

(j) No member may use CBA public listing data that is not owned by their company to populate and display as a "Featured Property" on their website without express written permission from the listing agent and listing office.

(k) By publishing CBA data, user agrees that CBA will be the sole source of commercial property information on their website.

3. Members shall not electronically transfer information from CBA's database to the member's own database ("download") for any purpose, including republishing on the internet, without signing a CBA Downloading Agreement. The Agreement shall include, without limitation, the following provisions:

(a) That any third party computer expert or consultant or internet service provider (collectively "Consultant") advising or assisting the member in the transfer also signs the Agreement.

(b) That the member retains all of the information from CBA's database which has been so transferred (except to the extent that information is republished on the internet consistent with CBA Rules and policies).

(c) That all CBA's Rules continue to apply to such information even though it may be processed by the member's own computer (as opposed to an on-line terminal) and in a format different than it appears on CBA's online system.

(d) That Consultant does not take any information whatsoever from CBA's database from the member's possession or control, either during the time Consultant is performing services for the member or thereafter.

(e) That CBA shall have the right at any time and in CBA's sole discretion to terminate the member's right to so download information forthwith, upon written notice to the member. Delivery of such written notice to the member shall constitute delivery of said written notice to the consultant.

(f) That upon termination of membership, a member shall either deliver all portions of information theretofore downloaded from CBA's database by the member to CBA, or, if CBA approves the delivery in writing, to another member of CBA.

(g) The process and procedure for downloading shall be by such equipment and procedure as may be determined by CBA from time to time in its sole discretion.

(h) That Members and Consultants accessing or using CBA's database shall:

- i. Be responsible for the security of the database;
- ii. Comply with commercially reasonable standard practices for preventing unauthorized access to the database; and
- iii. Promptly notify CBA in the event of a security breach.

4. As a condition to displaying the database on the Internet, each Member shall publish the CBA Digital Millennium Copyright Act ("DMCA") notice, as set forth in Exhibit A to this Policy, on all websites that display the CBA database. In addition, each Member shall appoint CBA as its designated agent to receive notifications of claimed copyright infringement under 17 U.S.C. § 512. The failure to comply with this section shall result in the immediate suspension of the subject Member's license to use and display the CBA database, without prior notice to the Member.

5. Members and Consultants have no vested right in the continuation of CBA Rules or this policy, which may be amended from time to time in the discretion of CBA.

Exhibit A

Digital Millennium Copyright Act Notice

Claims of Copyright Infringement & Related Issues (17 USC § 512 et seq.)

We respect the intellectual property rights of others. Anyone who believes their work has been reproduced in a way that constitutes copyright infringement may notify our agent by providing the following information:

- a. Identification of the copyrighted work that you claim has been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at the site;
- b. Identification of the material that you claim is infringing and needs to be removed, including a description of where it is located so that the copyright agent can locate it;
- c. Your address, telephone number, and, if available, e-mail address, so that the copyright agent may contact you about your complaint; and
- d. A signed statement that the above information is accurate; that you have a good faith belief that the identified use of the material is not authorized by the copyright owner, its agent, or the law; and, under penalty of perjury, that you are the copyright owner or are authorized to act on the copyright owner's behalf in this situation.

Upon obtaining such knowledge we will act expeditiously to remove, or disable access to, the material. Please be aware that there are substantial penalties for false claims.

If a notice of copyright infringement has been wrongly filed against you, you may submit a counter notification to our agent. A valid counter notification is a written communication that incorporates the following elements:

- a. A physical or electronic signature of the poster;
- b. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- c. A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification;
- d. Your name, address, and telephone number; a statement that you consent to the jurisdiction of federal district court for the judicial district in which your address is located, or if your address is outside of the U.S., for any judicial district in which the

service provider may be found; and that you will accept service of process from the complainant.

We also reserve the right to suspend the rights of anyone to provide content to this website in the event prior content provided has infringed on copyrighted works.

Notices of the foregoing copyright issues should be sent as follows:

By mail:

Commercial Brokers Association
12131 113th Ave NE, Suite 100
Kirkland, WA 98034-6908
United States
Attention: DMCA Designated Agent

By e-mail: copyright@cba.com

If you give notice of copyright infringement by e-mail, an agent may begin investigating the alleged copyright infringement; however, we must receive your signed statement by mail or as an attachment to your e-mail before we are required to take any action.

This information should not be construed as legal advice. We recommend you seek independent legal counsel before filing a notification or counter-notification. For further information about the DMCA, please visit the website of the United States Copyright Office at: <http://www.copyright.gov/onlinesp>.