

End-User License Agreement for consumers accessing Matrix Customer Portal

End-User License Agreement

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7. **General terms.**
- (a) **Term and termination.** Any party may terminate this EULA upon notice to another. Licensors may terminate your access to the Licensed Site at any time for any reason, with or without notice to you. You may terminate your access to the Licensed Site by unsubscribing. Your access to the Licensed Site will automatically terminate after 30 days if there is non-use or if no new listings match. In the event of termination, all licenses hereunder immediately terminate, and you agree to discontinue accessing and attempting to access the Licensed Site. The terms of sections 2, 4, and 7 of this EULA shall survive its termination.
 - (b) **Disclaimer of warranties.** LICENSORS PROVIDE THE LICENSED SITE AND LICENSED CONTENT ON AN "AS IS," "AS AVAILABLE" BASIS. LICENSORS MAKE NO WARRANTY AS TO THE ACCURACY, COMPLETENESS, CURRENCY, OR RELIABILITY OF THE LICENSED CONTENT. YOU ARE ADVISED THAT FACTUAL MATERIAL IN THE LICENSED CONTENT, THOUGH DEEMED RELIABLE, MAY CONTAIN ERRORS AND IS SUBJECT TO REVISION AT ALL TIMES. YOU ARE ADVISED TO CONFIRM ALL FACTUAL MATERIAL UPON WHICH YOU INTEND TO RELY IN ANY TRANSACTION. THE LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES WITH RESPECT TO THE LICENSED SITE AND THE LICENSED CONTENT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Possible errors in the Licensed Content include, but are not limited to, incorrect measurements, improper classification of rooms and features according to local zoning codes, incorrect status with regard to availability for sale, incorrect photograph, and incorrect information about improvements.

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- (d) **Indemnification.** You will defend, indemnify and hold the Licensors 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 Licensors arising from any of your acts, including without limitation violating this or any other agreement or any law.
- (e) **Assignment.** You may not assign or delegate this EULA or any obligations, rights, or duties hereunder. Any attempted or purported assignment or delegation in contravention of this section is null and void.
- (f) **Integration and severability.** This EULA contains the entire understanding of the parties and supersedes all previous oral and written agreements on the subject matter hereof. Each provision of this EULA is severable from the whole, and if one provision is declared invalid, the other provisions shall remain in full force and effect.
- (g) **Governing law.** This EULA shall be governed by, and construed in accordance with, the laws of the State of Minnesota applicable to contacts made and performed in Minnesota, but without regard to the choice of law and conflicts of law provisions thereof. The parties hereby agree that any dispute under this EULA shall have its forum in the state or federal courts located in Ramsey County, Minnesota, in the United States of America, and the parties hereby consent to personal jurisdiction therein and expressly waive any defenses to personal jurisdiction, including *forum non conveniens*.