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Central Virginia Regional Multiple Listing Service
Terms and Conditions**

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You shall indemnify and hold us, our affiliates, officers, directors, members, employees, agents, vendors and third-party information suppliers, harmless from any and all liability (including reasonable fees of attorneys and other professionals) arising from any claim or proceeding initiated by any third party against us, based upon (a) any inaccuracy of any information supplied by you, (b) any unauthorized use of the Site, or (c) infringement of any third party’s proprietary or contract right as a result of the availability of your information on this Site.

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RAR may make changes or improvements to the information, services, products or other materials on this Site at any time without notice.

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11. Dispute Resolution. Except for the right of RAR to seek injunctive relief or other equitable remedies and except for RAR's right to bring suit to protect its confidential information and intellectual property rights, all claims, disputes and controversies and other matters in question between the parties to this Agreement, arising out of, or relating to this Agreement, or the breach thereof, or this Site, which cannot be resolved by the parties, shall be settled by binding arbitration pursuant to the Federal Arbitration Act and the rules then in effect of the American Arbitration Association under its commercial Arbitration Rules (unless you are an individual, in which case its consumer rules will apply) in Henrico County, Virginia, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Notwithstanding any provisions in such rules to the contrary, the arbitrator(s) shall have no authority to add or detract from the agreements of the parties. You expressly agree that any claim, dispute and controversy shall be arbitrated on an individual basis and not aggregated with the claims of any third party; class action arbitration is prohibited.

12. Jurisdictional Issues.

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13. Miscellaneous.

These Terms and Conditions will be governed by laws of the Commonwealth of Virginia without regard to principles of conflicts of laws. You agree to the jurisdiction of any state, or federal court in any county or judicial district in the Commonwealth of Virginia. If any of these Terms and Conditions are found to be unlawful, void, or for any reason unenforceable, that provision will be considered severed from the remaining provisions and will not affect the validity or enforceability of the remaining provisions.

14. Modification.

This Agreement may be modified only by our posting of changes to these Terms and Conditions.

Any inquiries regarding these terms and conditions of use should be directed to rarcommunications@RARealtors.com.