



Unstoppable Starts Here

RE/MAX User Generated Content Terms of Use

You have been directed to these User Generated Content Terms of Use (“Terms”) because RE/MAX, LLC (“RE/MAX”) has asked for your permission to use your social media content on RE/MAX social media channels, websites, and marketing materials.

By responding as indicated, you agree to these Terms, so please read them carefully.

RE/MAX reserves the right to change or revise these Terms without providing advance notice to you. Because these Terms may be updated from time to time by RE/MAX, you should carefully review the Terms each time you grant permission to use your Content.

CONTENT LICENSE

The permissions granted in these Terms shall apply to the following:

- use of the content (including any videos, photographs, images, and artwork) from your social media post where RE/MAX made a comment that included a link to these Terms (the “Content”); and
- in connection with the Content, use of your likeness, name, nicknames, social media username, and voice, as applicable, as embodied in images and videos in which you are portrayed or you appear recognizably, and in any related text (the “Likeness”).

You hereby grant to RE/MAX and its affiliates, successors, assignees, licensees and third-party service providers a worldwide, irrevocable, perpetual, royalty-free, transferrable, sublicensable, non-exclusive right to use your Content and Likeness (as applicable) in RE/MAX marketing, advertising and promotional materials and initiatives, including in social media posts, advertisements, and websites, in promotional communications, and in all media, devices, processes and technology, whether now known or hereafter developed. The license granted above includes the right for RE/MAX to create derivative works from your Content (including rights to edit the Content and to combine your Content with other content), and the right to display, reproduce, transmit, broadcast, publish, and record your Content, with no obligation or payment to you.

You hereby agree that RE/MAX is not obligated to make any use of the rights or permissions granted in these Terms. You hereby waive any rights to inspect or approve the finished materials featuring the Content or any aspect thereof, or their planned use, and also waive any right of attribution, credit or notice in connection with the use of the Material or Likeness.

You hereby agree, and represent and warrant that: (a) you are free to grant the license set forth in these Terms, and you own all rights in and to the Content and Likeness, or otherwise have obtained the necessary rights and permissions to grant the above license to RE/MAX; (b) the use of the

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Content and Likeness as described above and the exercise by RE/MAX of the rights granted herein is not unlawful and will not violate any statutory, contractual, or common law rights of any person or entity whatsoever, including but not limited to the copyright, privacy, publicity, trademark, moral, proprietary or other rights of any third party; and (c) the Content is not defamatory (libel or slander), disparaging, obscene, threatening, harassing, hateful, or offensive. You hereby agree to indemnify, release, discharge and hold RE/MAX, its affiliates, successors, assignees and licensees harmless, from any claim or liability relating to the authorized use of the Content and/or Likeness (as applicable), including, but not limited to, claims based upon copyright, defamation (including libel and slander), disparagement, invasion of privacy, right of publicity, or any other personal and/or property rights, and agree that you will not assert or maintain any such claims against RE/MAX, its affiliates, successors, assignees and licensees. You acknowledge and agree that your sole remedy for any breach or alleged breach of these Terms by RE/MAX shall be an action at law to recover monetary (but not punitive or consequential) damages.

GENERAL TERMS

These Terms are personal to you. You will not assign or otherwise transfer any of your rights, or delegate, subcontract, or otherwise transfer any of your obligations, under these Terms. Any attempt to assign, delegate, or transfer in violation of this paragraph is void. RE/MAX may freely assign or otherwise transfer all or any of its rights under these Terms.

If any provision of these Terms is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of these Terms will continue in full force and effect.

Last Updated: January 15, 2025

