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Terms of Service

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Welcome to Commercial-Analytics.com. This website (the “**Site**”) and the CA mobile device applications (the “**Apps**”) are owned and operated by Commercial Analytics, LLC (“**CA**,” “**we**,” “**us**” or “**our**”). Through the Site and Apps, CA provides our registered members (“**Subscribers**”) access to certain reports and data related to commercial real estate (“**Subscriber Services**”). Users are also able to contribute data regarding commercial real estate to our Site, which we incorporate into our Services. Such users are “**Contributors**” Certain Users may become contributors of commercial real estate data (“**Contributors**”) to CA for CA’s use in providing Subscriber Services. Meanwhile, our Site and Apps also have public portions that allow visitors to the Site and Apps to learn about CA and the Subscriber Services provided by CA.

The Site, the Apps, the Subscriber Services, and any other services that we may provide on, through, or from the Site and Apps now or at a later time are collectively referred to as the “**Services**.” Except as otherwise specified in [Section 14](#) (Subscriber Terms) below, all visitors to the Site and Apps, including our Subscribers and Contributors, are collectively referred to as the “**Users**,” “**you**,” or “**your**.”

1. Acceptance of Terms

These terms of service (“**Terms**”) constitute a legal agreement between you and CA. By accessing or using our Services, you (i) represent and warrant that you are at least eighteen (18) years old and you have the right, authority, and capacity to enter into these Terms; and (ii) agree to be bound by these Terms (including our [Privacy Policy](#)) and all applicable laws and regulations.

You acknowledge and agree that (i) your use of the Services is voluntary; and (ii) your use of the Services and reliance on any information provided by CA, CA employees, CA’s customer service team, CA Researchers, others appearing on the Site or Apps, or other Users (“**Information**”) are at your sole and exclusive risk. CA HEREBY EXPRESSLY DISCLAIMS, AND YOU HEREBY EXPRESSLY RELEASE CA AND ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS (COLLECTIVELY, THE “**CA PARTIES**”) FROM DAMAGE, OR LOSS TO YOU THAT MAY RESULT FROM, OR RELATED TO, YOUR USE OF THE SERVICES AND RELIANCE ON ANY INFORMATION.

IF YOU DO NOT AGREE OR ARE UNABLE TO AGREE TO BE BOUND BY THESE TERMS, YOU MAY NOT USE OUR SERVICES.

2. Our Services

The CA Site and Apps are designed to provide users with interactive research services to provide rent, vacancy, expense and development reports and analysis, including historically standard market information that has been greatly enhanced using the latest technology. Agents and employees of CA

analyze commercial real estate data (collectively, the “**CA Researchers**”), including the data provided by our Contributors. CA Researchers are obligated to keep property-specific or individualized data confidential, and access to individualized data is limited to a very small select team.

The content available on the Site and Apps (“**CA Content**”) is for informational purposes only. The CA Content is not intended to be a substitute for professional advice. CA also does not endorse any specific professional commercial real estate service providers, services, products, opinions, or other information that may be mentioned on the Site or Apps.

3. Use of the Services

Subject to these Terms, we grant you permission to access and use the Services for personal, non-commercial uses only and solely to the extent appropriate for your User status (e.g., only Subscribers have permission to access and use the Subscriber Services). Use of our Services does not give you ownership of any intellectual property rights in our Services or any CA Content you access in relation to our Services. Your use of the Services must be in accordance with all applicable laws and regulations and these Terms. Your permission to use the Services shall automatically terminate if you violate any of these Terms. To protect Users, we reserve the right to suspend or terminate your use of any of our Services with or without notice at any time in our sole discretion, for any reason or no reason. In the event of any suspension or termination, you agree to make no further use of the Services after such suspension or termination.

You agree not to, and not to permit or encourage others to, do any of the following:

- attempt to gain unauthorized access to other Users’ accounts or to the Services;
- restrict or inhibit any other User from using and enjoying the Services;
- defame, harass, stalk, threaten, harm, or otherwise violate the legal rights of others;
- attempt to modify, decompile, or reverse engineer any software contained in the Services;
- violate or attempt to violate any security features of the Services;
- upload or distribute viruses, worms, Trojan horses, time bombs, spiders, or any other similar software, malware, or materials that may damage, interfere with, or overburden the Services;
- use data mining, robots, or similar data gathering and extraction tools;
- reproduce, duplicate, copy, sell, re-sell, or exploit any information, materials, or content obtained from the Services for any purpose;
- use the Services or engage with other Users in any manner that violates applicable laws or regulations; or
- otherwise violate these Terms.

4. User Content

“**User Content**” is defined as any content, information, messages, photos, and/or materials that Users post or submit to the Services, including, but not limited to, your profile information and Contributor commercial real estate data. You agree and warrant that you will not provide any User Content that: (a) is illegal, profane, obscene, threatening, or defamatory; (b) is invasive of privacy, infringing of intellectual property rights (including publicity rights), or otherwise injurious to others or objectionable; and (c) consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of “spam” or unsolicited commercial electronic messages. By

providing Contributor Content, you agree that CA may view, report, analyze and disperse aggregated Contributor data, which is aggregated with at least two (2) additional properties on the CA Website and Apps. CA will not disclose, sell, license, de-aggregate for commercial use or share data regarding individual properties including but not limited to individual data regarding, rent, vacancy, expenses, financial or performance.

To the extent that you provide User Content, you grant CA a fully-transferable, royalty-free, perpetual, irrevocable, sublicensable, non-exclusive, worldwide license to copy, distribute, modify, create derivative works based on, publicly perform, publicly display, sell, monetize, and otherwise use the User Content. You represent and warrant that you own or otherwise control all of the rights to the User Content and you have all rights necessary to provide the User Content to us and to grant the license described above. In addition, you will indemnify us for all claims resulting from the User Content you supply.

Please understand that CA has no control over the accuracy, reliability, completeness or timeliness of any User Content, and makes no representations about any User Content. We have the right, but not the obligation, to remove or modify User Content for any reason, including User Content that we believe violates these Terms.

5. Warranty Disclaimer

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE AND EXCLUSIVE RISK. THE CA PARTIES MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AND HEREBY DISCLAIM ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR OTHER VIOLATION OF RIGHTS, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. FURTHER, THE CA PARTIES DO NOT WARRANT OR MAKE ANY REPRESENTATIONS CONCERNING THE FOLLOWING: (I) THAT YOUR ACCESS TO THE SERVICES WILL BE RELIABLE, UNINTERRUPTED, OR ERROR-FREE; (II) THAT THE SERVICES WILL BE FREE OF VIRUSES AND MALWARE; (III) THAT THE INFORMATION OBTAINED BY YOU THROUGH THE SERVICES WILL BE COMPLETE, ACCURATE, RELIABLE, TRUE, OR TIMELY; (IV) THE CONDUCT OF ANY USERS ONLINE OR OFFLINE; (V) THE CONDUCT OF OTHER THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, HACKERS OR OTHERS WHO ENGAGE IN THE UNAUTHORIZED ACCESS, USE, OR MISAPPROPRIATION OF ANY USER ACCOUNT, CONTENT OR INFORMATION; (VI) YOUR USE OF THE CA RESEARCHERS, ANY THIRD-PARTY SERVICES OR PRODUCTS, OR ANY THIRD-PARTY SITES LINKED TO FROM OUR SERVICES; AND (VII) ANY USER CONTENT.

6. Limitations of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE CA PARTIES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF USE, LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH: (A) YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE SERVICES; (B) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR ACCOUNT OR INFORMATION; OR (C) YOUR INTERACTIONS WITH THE CA RESEARCHERS, OTHER USERS, OR THIRD-PARTY SERVICE OR PRODUCT PROVIDERS, WHETHER ONLINE OR OFFLINE. THE ABOVE LIMITATIONS APPLY EVEN IF THE CA PARTIES HAVE BEEN NOTIFIED ORALLY OR

IN WRITING OF THE POSSIBILITY OF SUCH DAMAGE. YOU AGREE THAT THE MAXIMUM EXTENT OF DAMAGES YOU MAY RECOVER AGAINST CA IS THE AMOUNT OF ANY PAYMENTS YOU MADE TO CA.

7. Indemnification

You agree to indemnify, defend, and hold harmless the CA Parties from any and all claims, liabilities, expenses, and damages, including reasonable attorneys' fees and costs, made by any third party arising out of or related to: (a) your use or misuse of, or inability to use, the Services; (b) your violation of any of these Terms; (c) your violation of any law or rights of any third party; (d) your interactions with or conduct towards any other Users, or (e) any User Content provided by you, including, without limitation, any claim of infringement or misappropriation of intellectual property or other proprietary rights.

8. Links to Third-Party Sites

For informational purposes only, we may provide links to third-party sites. CA is not responsible for the content of or services provided by any such linked site. The inclusion of any link does not imply endorsement by CA of the site. Use of any such linked site is at your own risk.

9. Changes and Termination of The Services

We are constantly looking to improve our Services. We may add or remove content, functions, features, or requirements, and we may suspend or stop a Service altogether. We also reserve the right to terminate your use of any Service for any reason at any time.

10. Changes of Terms; Severability

CA reserves the right to revise these Terms at our sole discretion at any time. Any changes are effective immediately upon posting. For any material changes to the Terms, we will take reasonable steps to notify you of such changes. In all cases, your continued use of the Services after posting of such changes, with or without notification, constitutes your agreement to the revised Terms. If any of these Terms shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining conditions.

11. Governing Law and Dispute Resolution

Any claim arising out of or relating to the Services or this Agreement shall be governed by the laws of the State of Washington without regard to conflict of law principles. Any legal action or proceeding to enforce, construe, or otherwise concerning these Terms will be brought exclusively in the state or federal courts located in King County in the State of Washington, and you agree to irrevocably submit to the exclusive jurisdiction and venue of those courts in any such action or proceeding, which jurisdiction you acknowledge is fair and reasonable.

IN ADDITION, WE EACH AGREE THAT ANY CLAIM YOU PURSUE WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION AND THAT YOU WAIVE ANY RIGHT TO PURSUE, AS A MEMBER OR CLASS REPRESENTATIVE ANY FORM OF PUTATIVE CLASS OR CONSOLIDATED ACTION AGAINST CA. FURTHER, WE EACH AGREE TO WAIVE ANY RIGHT TO A JURY TRIAL.

12. Notice

You consent to receive communications from us electronically, such as e-mails, texts, mobile push notices, or notices and messages on the Site, the Apps, or through the Services. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

13. Digital Millennium Copyright Act

a. If you are a copyright owner or an agent of a copyright owner and believe that any content on this Site infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("**DMCA**") by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

(i) a physical signature of the person authorized to act on behalf of the owner of the copyright interest;

(ii) a description of the copyrighted work that you claim has been infringed upon;

(iii) a description of where the material that you claim is infringing is located on the Site;

(iv) your address, telephone number, and e-mail address;

(v) a statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and

(vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

You may direct copyright infringement notifications to our Copyright Agent at 500 Union St Suite 650, Seattle, WA 98101, info@commercial-analytics.com. You acknowledge that if you fail to comply with all of the requirements of this Section 13, your DMCA notice may not be valid.

14. Subscriber Terms

In addition to Sections 1 through 13 above, Subscribers are also subject to the terms and conditions set forth in this Section 14. For the sole purpose of this Section 14, the term "**you**" or "**your**" refers to Subscribers only.

14.1 Subscriptions

CA offers an array of subscription options. Unless expressly authorized by CA, subscriptions are not transferrable and subscription fees are non-refundable.

Commercial Analytics - Multifamily Reports	Pricing	Navigator Access	Contributor Pricing
CA-Multifamily Quarterly Newsletter (4)	\$195		
Rent Change / Vacancy Report (March & Sept)	\$695	+ online access	Complimentary
Expense Report (Annual Released in Spring)	\$695	+ online access	Complimentary
Investment Report (Sales) (Updated weekly)	\$695	+ online access	
Development Report (Updated weekly)	\$995	+ online access + 1 submarket report	
Condo Report (Updated weekly)	\$995	+ online access + 1 submarket report	
Total for all reports	\$4,270		
Special Pricing for Full Package of All Reports	\$3,800	+ online access + 2 submarket reports	
Power User - All reports + customizable online	\$4,800	+ customizable online access + 5 submarket reports	
Additional Submarket Reports	\$495		
1-19 Vacancy/Rent Change (Future)	\$195	+ online access	Complimentary
All prices subject to Washington State Sales Tax			
Note to Contributors: For the first year, data contributors will receive complementary copies of those respective reports.			

14.2 Subscriber Benefits

Depending upon the level of service subscribed to, Subscribers of CA are currently eligible to enjoy the following services and benefits (the “**Subscriber Benefits**”):

- Multi-Family Quarterly Newsletter
- Rent Change/Vacancy Report (March and September)
- Expense Report (Annual, released in the spring)
- Investment Report (Sales) (updated weekly)
- Development Report (updated weekly)
- Customizable Reports

14.3 Subscriber Account and Security

In order to access the Subscriber-only portions of the Site and Apps and use the Subscriber Services, you will need to create a Subscriber account and provide us with certain information about yourself. Subject to CA’s approval, you may list a limited number of additional authorized users; all authorized users must review and agree to the Terms before they may use the Subscriber Services. Your information will be used in accordance with our [Privacy Policy](#). You are responsible for providing accurate, current and complete information in connection with your account registration. You must at all times keep your password and account login confidential and shall not permit anyone other than the authorized users specified on your account to use your login information, password, or subscription. You are solely responsible for all activities that occur under your password or on your account. You agree to immediately notify us of any compromised or unauthorized use of your password or account. We will

not be liable for any losses caused by unauthorized use of your account. However, you could be held liable for losses to CA or others due to such unauthorized use.

14.4 Subscriber Fees and Payment Terms

Subscriber Fees. By signing up for an annual subscription, you understand and agree that you are committed to a yearly subscription program and are responsible for the subscription fees for the full subscription year. For individually purchased reports, Subscriber fees will be refunded only if the ordered report is unavailable within thirty (30) days of the order. You also understand and agree to the following:

- The subscription fees of your subscription may vary based on the type of subscription you select.
- The subscription fees are subject to change at any time in CA's sole discretion, and we will take reasonable steps to notify you of such changes that may be applicable to your subscription.
- CA will charge the Payment Card (defined below) when you first sign up and on a monthly basis thereafter until your subscription is cancelled or terminated in accordance with these Terms.
- The subscription fees are non-refundable and non-waivable.
- We will collect applicable taxes from you associated with the subscription fees or any other charges which we determine we have a duty to collect under applicable law.

Payment Processing Provider. We use a third-party payment processor, currently Stripe, Inc. ("**Stripe**"), to help facilitate and process subscription payments. The payment processing services are provided by Stripe and are subject to the [Stripe Service Agreement - United States](#) and any other applicable Stripe agreements, as the same may be modified by Stripe from time to time (collectively, the "**Stripe Services Agreement**"). By agreeing to these Terms, Subscribers also agree to be bound by the Stripe Services Agreement. CA assumes no liability or responsibility for any payments you may make through this service.

Payment Cards. You may use (i) Visa®, MasterCard®, or American Express® credit cards; (ii) Visa or MasterCard check cards; (iii) or Apple Pay® to pay for the subscription fees. Any such credit or check card shall be referred to as the "**Payment Card.**" You hereby authorize CA to (i) place a pending charge to your Payment Card when you sign up for any subscription prior to each subsequent periodic charge for your subscription; (ii) charge your Payment Card every month for the subscription fees; and (iii) charge your Payment Card for any other charges you may incur associated with your subscription, if applicable. Cash or check is not an acceptable payment method for subscription billing.

Fees Relating to Your Payment Card. You are solely responsible for any and all fees charged to your Payment Card by the issuer, bank, or financial institution, including, but not limited to, subscription, overdraft, insufficient funds, and over the credit limit fees.

Inability to Charge Your Payment Card. If your Payment Card does not accept charges for any subscription fee for any reason (e.g., expired or suspended), your subscription will be immediately suspended until the payment is collected. You must make your Payment Card information valid by

either rectifying the issue with the Payment Card issuer or providing new Payment Card information to CA. For the sixty (60) days immediately following the suspension day (the “**Rectification Period**”), CA may attempt to charge the existing Payment Card or the new Payment Card (in the event that you have provided CA with new Payment Card information) the unpaid subscription fee every ten (10) days. Please note that service charges may occur for any fees owed to CA in arrears, which will be collected in accordance with applicable laws.

If CA is able to charge your Payment Card and any past due subscription fees are paid in full during the Rectification Period, then (i) your subscription will continue uninterrupted; (ii) the Payment Card that CA is able to charge will be used to charge the subscription and other applicable fees for each consecutive billing period (your original recurring billing date will still apply) until your subscription is cancelled or terminated; and (iii) this Payment Card will be your Payment Card on your account for all purposes, including, without limitation, for charging you any unpaid amount that you owe CA upon cancellation or termination of your subscription.

If CA is unable to charge your Payment Card during the Rectification Period, CA will terminate your subscription and you will not be able to use your Subscriber Benefits any longer. You will not receive a refund on any amounts paid regardless of the length of the remaining time of your subscription year, and you will remain fully responsible for all unpaid subscription fees, including any subscription fees for the remaining time of your subscription year and any other charges against your account.

In addition to the above, if a Subscriber defaults on any payment due to CA, CA may declare all or any of the future payments to be made under these Terms immediately due and payable and also reserves the right to use other actions and remedies.

Payment Card Account Updating Services. From time to time, CA may avail itself of account updating services provided by the Payment Card industry, including, without limitation, Visa’s Account Updater program, MasterCard’s Automatic Billing Update program, or Apple Pay’s Account Updater program. By enrolling in an annual subscription, you hereby agree and authorize CA to update your Payment Card or similar account information and charge any updated Payment Card in accordance with the terms and conditions of such account updating programs.

14.5 Suspension or Termination by CA. CA may suspend or terminate your membership at any time for any breach of these Terms or for any other reason by giving you written or oral notice of such suspension or termination.

14.6 Hours of Operation

From time to time, CA may make reasonable changes to the days and hours that our Subscriber Services are available to Subscribers. You also understand that CA may be busier at some times than others and the response time may be longer than usual in certain circumstances.