

SBY – Terms of Use

THIS LEGAL AGREEMENT BETWEEN YOU AND SBY LLC (“SBY”) GOVERNS YOUR USE OF THE SBY WEBSITES, PRODUCTS, AND SERVICES (COLLECTIVELY REFERRED TO AS THE “SERVICE”). IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THE FOLLOWING TERMS. BY CLICKING “AGREE,” YOU ARE AGREEING THAT THESE TERMS WILL APPLY IF YOU CHOOSE TO ACCESS OR USE THE SERVICE.

SBY is the provider of the Service, which permits you to access the Arizona Regional Multiple Listing Service (“ARMLS” or “MLS”), access real estate-related instructions and instructional videos, list a residence for sale, obtain marketing materials to enhance your listing, and other related activities, in each instances only under the terms and conditions set forth in this Agreement.

1 REQUIREMENTS FOR USE OF THE SERVICE

- 1.1 Age. The Service is only available to individuals who are 18 or older. To use the Service, you cannot be a person barred from receiving the Service under the laws of the United States, the state of Arizona, or other applicable jurisdictions, including the country in which you reside or from where you use the Service. By accepting this Agreement, you represent that you understand and agree to these limitations.
- 1.2 Accounts. To access all of the features of the Service, you will need to create an account (“Account”). Some portions are, however, available without an account. SBY reserves the right to limit the number of accounts that may be created from a device and the number of devices associated with an Account.
- 1.3 Devices. Use of the Service may require compatible devices, Internet access, and certain software, such as a PDF reader and may be affected by the performance of these factors. The latest version of required software may be required for certain transactions or features. You agree that meeting these requirements is your responsibility.
- 1.4 Limitations on Use. You agree to use the Service only for purposes permitted by this Agreement, and only to the extent permitted by any applicable law, regulation, or generally accepted practice in the applicable jurisdiction. If your use of the Service or other behavior intentionally or unintentionally threatens SBY’s ability to provide the Service or other systems, SBY shall be entitled to take all reasonable steps to protect the Service and SBY’s systems, which may include suspension of your access to the Service. Violations of the limitations may result in termination of your Account.
- 1.5 Availability of the Service. SBY makes no representation that the Service, or any feature or part thereof, is appropriate or available for use in any particular location. To the extent you choose to access and use the Service, you do so at your own initiative and are responsible for compliance with any applicable laws.

2 CHANGING THE SERVICE.

SBY reserves the right at any time to modify this Agreement and to impose new or additional terms or conditions on your use of the Service, provided that SBY will give you advance notice of any material adverse change to the Service or applicable terms of service, unless it would not be reasonable to do so due to circumstances arising from legal, regulatory, or governmental action; to address user security, user privacy, or technical integrity concerns; to avoid service disruptions to other users; or due to a natural disaster, catastrophic event, war, or other similar occurrence outside of SBY’s reasonable control. With respect to paid services, SBY will not make any material adverse change to the Service, unless a change is reasonably necessary to address legal, regulatory, or governmental action; to address user security, user privacy, or technical integrity concerns; to avoid service disruptions to other users; or to avoid issues resulting from a natural disaster, a

catastrophic event, war, or other similar occurrence outside of SBY's reasonable control. In the event that SBY does make material adverse changes to the Service or terms of use, you will have the right to terminate this Agreement and your account, in which case SBY will provide you with a refund. SBY shall not be liable to you for any modifications to the Service or terms of service made in accordance with this Section.

3 FEATURES AND SERVICES

- 3.1 Access to the MLS. When you access the SBY website, you will have the ability to search the current MLS listing for residential properties in the state of Arizona that are for sale. The MLS is a third-party provider, and because SBY has no control over the MLS, you acknowledge and agree that SBY is not responsible for the availability of the MLS, does not endorse or warrant the accuracy of the MLS, and shall in no way be liable or responsible for any Content, advertising, products or materials on or available from the MLS. You further acknowledge and agree that SBY shall not be responsible or liable in any way for any damages you incur or allege to have incurred, either directly or indirectly, as a result of your use and/or reliance upon any information or materials available the MLS.
- 3.2 Access to informational videos and written materials. If you sign up for the Service and create an account with SBY, you will have access to informational videos and written materials explaining various aspects of the home-buying and home-selling process and experience. These materials are provided for educational purposes only. They do not constitute legal advice. If you have questions about any information provided, you should contact a legal professional who can advise you properly.
- 3.3 Marketing Services. If you select marketing services (to include, without limitation, photography, staging, or other elements that SBY offers) as part of the Service, SBY...
- 3.4 Consultations. If you select to have a consultation as part of the Service, SBY will provide a consultation by phone or video for up to one hour. In-person consultations are available for an additional fee. By way of example, a consultation might include a home valuation, a market analysis, a walk-through, or discussion of particular questions you may have. If your questions required additional research by SBY, SBY may require you to pay additional fees. However, SBY will discuss those additional fees and obtain your consent before proceeding.
- 3.5 Other Services. Over time, SBY may make additional offerings as part of the Service.
- 3.6 Use of the Service Without an Account. If you use the Service without an Account, you will have access to only a limited set of Service functionality. As a condition to accessing the Service without an Account, you still must agree to all relevant terms and conditions found in this Agreement, including, without limitation, all requirements for use of the Service, limitations on use, availability, public beta, disclaimers of warranties, rules regarding your content and conduct, and termination. Terms found in this Agreement relating to features available only to those with an Account will not be applicable to you. These include, for example, access to educational videos, the ability to list your residence on the MLS, marketing, consultation, and payment of fees. If you choose to access SBY without an Account and you subsequently decide to create an Account, you agree that all of the terms and conditions contained herein apply to your use of the Service.

4 LIMITED SERVICES BROKERAGE

SBY is acting only as a ***limited-services brokerage***. That means that SBY does not provide the full range of services that a traditional real estate brokerage firm provides, and it also means that SBY's does not owe you the same fiduciary duties you can expect from a traditional real estate brokerage firm. By using the Service, you acknowledge and agree that SBY's obligations are limited as follows. SBY will not:

- 4.1.1 Represent you as either a seller's agent or as a buyer's agent. Although SBY does not represent either party in a transaction, it is possible that both a Seller and a Buyer would use the Service on the same transaction, including a property-specific consultation or use of the general guidance and transactional process-related information that SBY provides. You acknowledge and consent to this, in the event it occurs.
- 4.1.2 Convey offers and counteroffers to the other party on your behalf.
- 4.1.3 Prepare or review offers, counteroffers, the purchase contract, disclosures, inspection reports, title report, escrow documents, or any other documentation.
- 4.1.4 Accept custody or control of any transaction-related funds, such as the earnest money deposit, inspection fees, escrow fees, or any other funds.
- 4.1.5 Review or manage your transactions.
- 4.1.6 Keep records. Arizona law requires traditional real estate brokerage firms to maintain all transaction related documents for a period of five years. Because SBY does not participate in the preparation or exchange of the transaction documents, SBY assumes no liability for and will not file, store, or maintain any of those records.
- 4.1.7 Conduct marketing activities on behalf of the seller, except for those activities that you select as part of the Service.
- 4.1.8 Provide assistance to either the seller or buyer to satisfy their respective contract obligations or to facilitate the closing.
- 4.1.9 Assuming any responsibility to disclose or facilitate disclosure of material facts relating to a transaction, including, by way of example, facts regarding the physical condition of a property.
- 4.1.10 Assume responsibility for any party's compliance with applicable fair housing law.

5 IMPORTANT: YOUR LEGAL DUTY TO DISCLOSE

*You acknowledge and agree that Arizona law requires all parties to a transaction (whether seller or buyer) to **voluntarily** disclose to the other party any information that materially or adversely affects the consideration for the transaction. For example, this includes **any material defect** existing in the property and the existence of any liens or encumbrances on the property. There are forms to help you meet this obligation, such as the Seller's Property Disclosure Statement (also called the "SPDS" or "spuds") prepared by the Arizona Association of Realtors, which is available as part of the Service. Regardless whether you use the SPDS or not, you are required to make these disclosures, and you could face liability to the other party if you fail to do so.*

6 PURCHASES

If you wish to purchase any product or service made available through the Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, your shipping information and your email address. You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete. The service may employ the use of third-party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third-parties subject to our Privacy Policy. We reserve the right to refuse or cancel your order at any time for reasons including but not limited to the following: product or service availability, errors in the description or price of the product or service, error in your order, or other reasons. We

reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

7 YOUR USE OF THE SERVICE

7.1 Your Account

7.1.1 Creating an Account. When you create your Account, you must enter your credentials and password to authenticate your Account. You agree to provide accurate and complete information when you register with, and as you use, the Service (“Service Registration Data”), and you agree to update your Service Registration Data to keep it accurate and complete. Failure to provide accurate, current and complete Service Registration Data may result in the suspension and/or termination of your Account. You agree that SBY may store and use the Service Registration Data you provide for use in maintaining and billing fees to your Account.

7.1.2 Confidentiality of your Account Information. You are solely responsible for maintaining the confidentiality and security of your Account and for all activities that occur on or through your Account, and you agree immediately to notify SBY of any security breach of your Account. You further acknowledge and agree that the Service is designed and intended for personal use on an individual basis, and you should not share your Account and/or password details with any other person. SBY shall not be responsible for any losses arising out of the unauthorized use of your Account resulting from you not following these rules, provided we have exercised reasonable skill and due care.

7.1.3 No Conveyance. Nothing in this Agreement shall be construed to convey to you any interest, title, or license in an SBY Account, email address, domain name, or similar resource used by you in connection with the Service.

7.1.4 No Right of Survivorship. Unless otherwise required by law, you agree that your Account is non-transferable and that any rights to your SBY Account or content within your Account terminate upon your death. Upon receipt of a copy of a death certificate your Account may be terminated and all content within your Account deleted.

7.1.5 Use of Other SBY Products and Services

Particular components or features of the Service require separate software or other license agreements or terms of use (such as a PDF reader). You must read, accept, and agree to be bound by any such separate agreement as a condition of using these particular components or features of the Service.

8 CONTENT AND YOUR CONDUCT

8.1 Content

“Content” means any information that may be generated or encountered through use of the Service, such as data files, device characteristics, written text, software, music, graphics, photographs, images, sounds, videos, messages and any other like materials. You understand that all Content, whether publicly posted or privately transmitted on the Service is the sole responsibility of the person from whom such Content originated. This means that you, and not SBY, are solely responsible for any Content you upload, download, post, email, transmit, store or otherwise make available through your use of the Service. If the Service includes bulletin boards, chat areas, news groups, forums, communities, and/or other message or communication facilities designed to enable you to communicate with the public at large (collectively, “Communication Services”), you agree to use the Communication Services only to post, send, and receive messages and material that are proper and related to the particular Communication Service. SBY does not control the Content posted via the Service, nor does it guarantee the accuracy, integrity or quality

of such Content. You understand and agree that your use of the Service and any Content is solely at your own risk.

8.2 Your Conduct

8.2.1 You agree that you will NOT use the Service to:

- 8.2.1.1 upload, download, post, email, transmit, store, share, import or otherwise make available any Content that is unlawful, harassing, threatening, harmful, tortious, defamatory, libelous, abusive, violent, obscene, vulgar, invasive of another's privacy, hateful, racially or ethnically offensive, or otherwise objectionable;
- 8.2.1.2 stalk, harass, threaten or harm another;
- 8.2.1.3 engage in any activity that exploits, harms or threatens children in any way, including without limitation producing, sharing, uploading or storing Child Sexual Abuse Material (CSAM), Child Sexual Exploitation Material (CSEM) or any other content harmful to children;
- 8.2.1.4 pretend to be anyone, or any entity, you are not — you may not impersonate or misrepresent yourself as another person (including celebrities), entity, another SBY user, an SBY employee, or a civic or government leader, or otherwise misrepresent your affiliation with a person or entity (SBY reserves the right to reject or block any SBY Account or email address which could be deemed to be an impersonation or misrepresentation of your identity, or a misappropriation of another person's name or identity);
- 8.2.1.5 engage in any copyright infringement or other intellectual property infringement (including uploading any content to which you do not have the right to upload), or disclose any trade secret or confidential information in violation of a confidentiality, employment, or nondisclosure agreement, or remove any copyright trademark or other proprietary rights notices;
- 8.2.1.6 post, send, transmit or otherwise make available any unsolicited or unauthorized email messages, advertising, promotional materials, junk mail, spam, or chain letters, including, without limitation, bulk commercial advertising and informational announcements;
- 8.2.1.7 forge any TCP-IP packet header or any part of the header information in an email or a news group posting, or otherwise putting information in a header designed to mislead recipients as to the origin of any Content transmitted through the Service ("spoofing");
- 8.2.1.8 upload, post, email, transmit, store or otherwise make available any material that contains viruses or any other computer code, files or programs designed to harm, interfere or limit the normal operation of the Service (or any part thereof), or any other computer software or hardware, or hack, circumvent or attempt to circumvent any security controls;
- 8.2.1.9 interfere with or disrupt the Service (including accessing the Service through any automated means, like scripts or web crawlers), or any servers or networks connected to the Service, or any policies, requirements or regulations of networks connected to the Service (including any unauthorized access to, use or monitoring of data or traffic thereon);
- 8.2.1.10 plan or engage in any illegal activity; and/or
- 8.2.1.11 gather and store personal information on any other users of the Service to be used in connection with any of the foregoing prohibited activities.
- 8.2.1.12 reproduce, copy, duplicate, sell, resell, rent or trade the Service (or any part thereof) for any purpose.

8.3 Removal of Content

You acknowledge that SBY is not responsible or liable in any way for any Content provided by others and has no duty to screen such Content. However, SBY reserves the right at all times to determine whether Content is appropriate and in compliance with this Agreement, and may screen, move, refuse, modify and/or remove Content at any time, without prior notice and in its sole discretion, if such Content is found to be in violation of this Agreement or is otherwise objectionable.

8.4 Back up Your Content

You are responsible for backing up, to your own computer or other device, any important documents, images or other Content that you store or access via the Service. SBY will use reasonable skill and due care in providing the Service, but SBY does not guarantee or warrant that any Content you may store or access through the Service will not be subject to inadvertent damage, corruption or loss.

8.5 Access to Account and Content

SBY reserves the right to take steps SBY believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement. You acknowledge and agree that SBY may, without liability to you, access, use, preserve and/or disclose your Account information and any Content to law enforcement authorities, government officials, and/or a third party, as SBY believes is reasonably necessary or appropriate, if legally required to do so or if SBY has a good faith belief that such access, use, disclosure, or preservation is reasonably necessary to: (a) comply with legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of SBY, its users, a third party, or the public as required or permitted by law. You acknowledge that SBY is not responsible or liable in any way for any Content provided by others and has no duty to screen such Content.

However, consistent with SBY's privacy policy, SBY reserves the right at all times to determine whether Content is appropriate and in compliance with this Agreement, and may prescreen, move, refuse, modify and/or remove Content at any time, without prior notice and in its sole discretion, if such Content is found to be in violation of this Agreement or is otherwise objectionable.

8.6 Violations of this Agreement

If while using the Service, you encounter Content you find inappropriate, or otherwise believe to be a violation of this Agreement, you may report it by sending an email to SBY (contract information is at the end of these Terms of Use).

9 CONTENT SUBMITTED OR MADE AVAILABLE BY YOU ON THE SERVICE

- 9.1 License from You. Except for material we may license to you, SBY does not claim ownership of the materials and/or Content you submit or make available on the Service. However, by submitting or posting such Content on areas of the Service that are accessible by the public or other users with whom you consent to share such Content, you grant SBY a worldwide, royalty-free, non-exclusive license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such Content on the Service solely for the purpose for which such Content was submitted or made available, without any compensation or obligation to you. You agree that any Content submitted or posted by you shall be your sole responsibility, shall not infringe or violate the rights of any other party or violate any laws, contribute to or encourage infringing or otherwise unlawful conduct, or otherwise be obscene, objectionable, or in poor taste. By submitting or posting such Content on areas of the Service that are accessible by the public or other users, you are representing that you are the owner of such material and/or have all necessary rights, licenses, and authorization to distribute it.
- 9.2 Changes to Content. You understand that in order to provide the Service and make your Content available thereon, SBY may transmit your Content across various public networks, in various media, and modify or change your Content to comply with technical requirements of connecting networks or devices or computers. You agree that the license herein permits SBY to take any such actions.
- 9.3 Trademark Information. SBY, the SBY logo, and other SBY trademarks, service marks, graphics, and logos used in connection with the Service are trademarks of SBY. Other trademarks, service marks, graphics, and logos used in connection with the Service may be the trademarks of their respective owners. You are granted no right or license in any of the aforesaid trademarks, and further agree that you shall not remove, obscure, or alter any proprietary notices (including trademark and copyright notices) that may be affixed to or contained within the Service.

10 SOFTWARE

10.1 SBY's Proprietary Rights.

You acknowledge and agree that SBY and/or its licensors own all legal right, title and interest in and to the Service, including but not limited to graphics, user interface, the scripts and software used to implement the Service, and any software provided to you as a part of and/or in connection with the Service (the "Software"), including any and all intellectual property rights that exist therein, whether registered or not, and wherever in the world they may exist. You further agree that the Service (including the Software, or any other part thereof) contains proprietary and confidential information that is protected by applicable intellectual property and other laws, including but not limited to copyright. You agree that you will not use such proprietary information or materials in any way whatsoever except for use of the Service in compliance with this Agreement. No portion of the Service may be reproduced in any form or by any means, except as expressly permitted in these terms.

10.2 License From SBY.

THE USE OF THE SOFTWARE OR ANY PART OF THE SERVICE, EXCEPT FOR USE OF THE SERVICE AS PERMITTED IN THIS AGREEMENT, IS STRICTLY PROHIBITED AND INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS AND MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES, INCLUDING POSSIBLE MONETARY DAMAGES, FOR COPYRIGHT INFRINGEMENT.

10.3 Public Beta.

10.3.1 Beta Programs. From time to time, SBY may choose to offer new and/or updated features of the Service (the “Beta Features”) as part of a Public Beta Program (the “Program”) for the purpose of providing SBY with feedback on the quality and usability of the Beta Features. You understand and agree that your participation in the Program is voluntary and does not create a legal partnership, agency, or employment relationship between you and SBY, and that SBY is not obligated to provide you with any Beta Features. SBY may make such Beta Features available to Program participants by online registration or enrollment via the Service. You understand and agree that SBY may collect and use information from your Account, devices and peripherals in order to enroll you in a Program and/or determine your eligibility to participate. You understand that once you enroll in a Program you may be unable to revert to the earlier non-beta version of a given Beta Feature. In the event such reversion is possible, you may not be able to migrate data created within the Beta Feature back to the earlier non-beta version. Your use of the Beta Features and participation in the Program is governed by this Agreement and any additional license terms that may separately accompany the Beta Features. The Beta Features are provided on an “AS IS” and “AS AVAILABLE” basis and may contain errors or inaccuracies that could cause failures, corruption or loss of data and/or information from your device and from peripherals (including, without limitation, servers and computers) connected thereto. SBY strongly encourages you to backup all data and information on your device and any peripherals prior to participating in any Program. You expressly acknowledge and agree that all use of the Beta Features is at your sole risk. **YOU ASSUME ALL RISKS AND ALL COSTS ASSOCIATED WITH YOUR PARTICIPATION IN ANY PROGRAM, INCLUDING, WITHOUT LIMITATION, ANY INTERNET ACCESS FEES, BACKUP EXPENSES, COSTS INCURRED FOR THE USE OF YOUR DEVICE AND PERIPHERALS, AND ANY DAMAGE TO ANY EQUIPMENT,**

10.3.2 SOFTWARE, INFORMATION OR DATA. SBY may or may not provide you with technical and/or other support for the Beta Features. If support is provided it will be in addition to your normal support coverage for the Service and only available through the Program. You agree to abide by any support rules or policies that SBY provides to you in order to receive any such support. SBY reserves the right to modify the terms, conditions or policies of the Program (including ceasing the Program) at any time with or without notice, and may revoke your participation in the Program at any time. You acknowledge that SBY has no obligation to provide a commercial version of the Beta Features, and that should such a commercial version be made available, it may have features or functionality different than that contained in the Beta Features. As part of the Program, SBY will provide you with the opportunity to submit comments, suggestions, or other feedback regarding your use of the Beta Features. You agree that in the absence of a separate written agreement to the contrary, SBY will be free to use any feedback you provide for any purpose.

11 TERMINATION

11.1 Voluntary Termination by You.

You may delete your SBY Account and/or stop using the Service at any time. If you terminate your Account and delete your SBY Account, you will not have access to SBY or third-party products and services that you set up with that SBY Account. This action may be non-reversible. Any fees paid by you prior to your termination are refundable except in cases where the particular Service has already been completed (such as photography) and except as expressly stated otherwise by this Agreement), including any fees paid in advance. Termination of your Account shall not relieve you of any obligation to pay any accrued fees or charges.

11.2 Termination by SBY.

SBY may at any time, under certain circumstances and without prior notice, immediately terminate or suspend all or a portion of your Account and/or access to the Service. Cause for such termination shall include: (a) violations of this Agreement or any other policies or guidelines that are referenced herein and/or posted on the Service; (b) a request by you to cancel or terminate your Account; (c) a request and/or order from law enforcement, a judicial body, or other government agency; (d) where provision of the Service to you is or may become unlawful; (e) unexpected technical or security issues or problems; (f) your participation in fraudulent or illegal activities; or (g) failure to pay any fees owed by you in relation to the Service, provided that in the case of non-material breach, SBY will be permitted to terminate only after giving you 30 days' notice and only if you have not cured the breach within such 30-day period. Any such termination or suspension shall be made by SBY in its sole discretion and SBY will not be responsible to you or any third party for any damages that may result or arise out of such termination or suspension of your Account and/or access to the Service. In addition, SBY may terminate your Account upon 30 days' prior notice via email to the address associated with your Account if (a) your Account has been inactive for one (1) year; or (b) there is a general discontinuance of the Service or any part thereof. Notice of general discontinuance of service will be provided as set forth herein, unless it would not be reasonable to do so due to circumstances arising from legal, regulatory, or governmental action; to address user security, user privacy, or technical integrity concerns; to avoid service disruptions to other users; or due to a natural disaster, a catastrophic event, war, or other similar occurrence outside of SBY's reasonable control. In the event of such termination, SBY will provide you with a refund. SBY shall not be liable to you for any modifications to the Service or terms of service in accordance with this Section.

11.3 Effects of Termination

Upon termination of your Account you may lose all access to the Service and any portions thereof, including, but not limited to, your Account and Content. In addition, after a period of time, SBY will delete information and data stored in or as a part of your account(s). Any individual components of the Service that you may have used subject to separate software license agreements will also be terminated in accordance with those license agreements.

12 DISCLAIMER OF WARRANTIES

12.1 SBY DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT FROM TIME TO TIME SBY MAY REMOVE THE SERVICE FOR INDEFINITE PERIODS OF TIME, OR CANCEL THE SERVICE IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.

12.2 YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SBY AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, SBY AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS; (II) YOUR USE OF THE SERVICE WILL BE TIMELY, UNINTERRUPTED, SECURE OR ERROR-FREE; AND (III) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF THE SERVICE WILL BE ACCURATE OR RELIABLE.

12.3 SBY DOES NOT REPRESENT OR GUARANTEE THAT THE SERVICE WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND SBY DISCLAIMS ANY LIABILITY RELATING THERETO.

12.4 ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE, COMPUTER, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

13 LIMITATION OF LIABILITY

SBY'S LIABILITY TO YOU SHALL BE LIMITED TO THE AMOUNT YOU HAVE PAID TO SBY FOR YOUR PURCHASE(S) OR, IF YOU HAVE NOT PAID ANYTHING TO SBY, THE AMOUNT OF \$500.00. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY YOU EXPRESSLY UNDERSTAND AND AGREE THAT SBY AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY AMOUNT IN EXCESS OF THE AMOUNTS STATED ABOVE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSSES (EVEN IF SBY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES).

THE ABOVE-STATED LIMITATION OF LIABILITY EXTENDS TO ALL CLAIMS RESULTING FROM: (I) THE USE OR INABILITY TO USE THE SERVICE (II) ANY CHANGES MADE TO THE SERVICE OR ANY TEMPORARY OR PERMANENT CESSATION OF THE SERVICE OR ANY PART THEREOF; (III) THE UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE AND/OR SEND OR RECEIVE YOUR TRANSMISSIONS OR DATA ON OR THROUGH THE SERVICE; (V) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; AND (VI) ANY OTHER MATTER RELATING TO THE SERVICE.

14 WAIVER AND INDEMNIFICATION

To the extent not prohibited by law, you agree to defend, indemnify and hold SBY, its affiliates, subsidiaries, directors, officers, employees, agents, partners, contractors, and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by a third party, relating to or arising from: (a) any Content you submit, post, transmit, or otherwise make available through the Service; (b) your use of the Service; (c) any violation by you of this Agreement; (d) any action taken by SBY, acting reasonably, as part of its investigation of a suspected violation of this Agreement or as a result of its finding or decision that a violation of this Agreement has occurred; or (e) your violation of any rights of another person. This means that you cannot sue SBY, its affiliates, subsidiaries, directors, officers, employees, agents, partners, contractors, and licensors as a result of its decision, acting reasonably, to remove or refuse to process any information or Content, to warn you, to suspend or terminate your access to the Service, or to take any other action during the investigation of a suspected violation or as a result of SBY's conclusion that a violation of this Agreement has occurred. This waiver and indemnity provision applies to all violations described in or contemplated by this Agreement. This obligation shall survive the termination or expiration of this Agreement and/or your use of the Service. You acknowledge that you are responsible for all use of the Service using your Account, and that this Agreement applies to any and all usage of your Account. You agree to comply with this Agreement and to defend,

indemnify and hold harmless SBY from and against any and all claims and demands arising from usage of your Account, whether or not such usage is expressly authorized by you.

15 GENERAL

15.1 Notices

SBY may provide you with notices regarding the Service, including changes to this Agreement, by email to your email address (and/or other alternate email address associated with your Account if provided), SMS, by regular mail, or by postings on our website and/or the Service.

15.2 Governing Law

This Agreement and the relationship between you and SBY shall be governed by the laws of the State of Arizona, excluding its conflicts of law provisions. You and SBY agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Maricopa, Arizona, to resolve any dispute or claim arising from this Agreement.

15.3 Entire Agreement

This Agreement constitutes the entire agreement between you and SBY, governs your use of the Service and completely replaces any prior agreements between you and SBY in relation to the Service. You may also be subject to additional terms and conditions that may apply when you use affiliate services, third-party content, or third-party software. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. The failure of SBY to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. You agree that, except as otherwise expressly provided in this Agreement, there shall be no third-party beneficiaries to this agreement.

15.4 ELECTRONIC CONTRACTING

Your use of the Service includes the ability to enter into agreements and/or to make transactions electronically. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO ON THIS SERVICE, INCLUDING NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS. In order to access and retain your electronic records, you may be required to have certain hardware and software, which are your sole responsibility.

16 PRIVACY

Your use of the Service is subject to SBY's Privacy Policy, which is available at <https://www.soldbyyou.com>

Notices and Contact

You may contact SBY by phone at (480)-239-0518 or by email at contact@soldbyyou.com.

Last revised: May 6, 2025.