

## Terms of Service

These [Terms of Service](#) (collectively with Presidio's [Privacy Policy](#), [Utah Privacy Notice](#), and [Copyright Policy](#), the "Terms of Service") set forth legally binding terms and apply to your use of [www.Presidioteam.com](http://www.Presidioteam.com) and any other Presidio branded website that is controlled by Presidio (collectively, the "Site") and any services, products, platforms, features, content, or Applications (as defined herein) offered by Presidio Real Estate and its affiliates (collectively, "Presidio," "we," "us," or "our") (together with the Site, the "Services").

"Affiliates" are our affiliates that retain separate branding, such as Clear Sight Mortgage. If your use of the Services involves Affiliates, the additional legal terms in Section 9 will apply.

"Agents" are people and other entities we contract with, including our independent contractor licensed real estate salespersons and brokers, that may offer or provide services to you. Please note that although Agents may elect to use Presidio designated email addresses or marketing materials, Agents are independent contractors who are not employed or controlled by Presidio. These Terms of Service do not govern your interaction with Agents outside of the Site, and you will be governed by other terms of service, if any, of the websites or services through which you are interacting with those Agents.

**THESE TERMS OF SERVICE INCLUDE AN ARBITRATION CLAUSE AND CLASS ACTION WAIVER THAT AFFECTS YOUR LEGAL RIGHTS. PLEASE REVIEW SECTION 15 FOR MORE INFORMATION.**

### 1. Acceptance of Terms of Service

- **BINDING CONTRACT.** BY REGISTERING FOR AND/OR USING THE SERVICES IN ANY MANNER, INCLUDING, BUT NOT LIMITED TO, VISITING OR BROWSING THE SITE AND/OR THE APPLICATIONS, YOU AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE AND ALL OTHER TERMS AND CONDITIONS, OPERATING RULES, POLICIES, AND PROCEDURES THAT MAY BE PUBLISHED FROM TIME TO TIME THROUGH THE SERVICES BY US OR OTHERWISE PROVIDED TO YOU IN CONNECTION WITH THE SERVICES, EACH OF WHICH IS INCORPORATED BY REFERENCE INTO THESE TERMS OF SERVICE. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF A COMPANY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO DO SO.
- **Applicability.** These Terms of Service apply to all users of the Services, including, without limitation, users who seek rental or sales listings or seek to have rental or sales listings posted, and users who are contributors of comments, reviews, photos, video, content, information, and other materials or services, registered or otherwise.

### 2. Eligibility

**Eligibility Requirements.** You represent and warrant that you are at least eighteen (18) years of age and that you have the right, authority, and capacity to enter into, perform your obligations under, and abide by these Terms of Service. If you are under the age of 18, you may not, under any circumstances or for any reason, use the Services.

We may, in our sole discretion, refuse to offer the Services to any person or entity and change its eligibility criteria at any time. You are solely responsible for ensuring that your use of the Services under these Terms of Service is compliant with all laws, rules, and regulations applicable to you. The right to

access the Services is revoked where use of the Services is prohibited or to the extent offering, sale, or provision of the Services conflicts with any applicable law, rule, or regulation. Further, unless otherwise mutually agreed in writing, the Services are offered only for your use and not for the use or benefit of any third party; and in any event, each person receiving the benefit of the Services must agree to and abide by these Terms of Service as a condition to our obligations.

**Non-U.S. Users.** The Services are controlled and offered by us from our facilities in the United States of America. We make no representations that the Services are appropriate or available for use in other locations. Those who access or use the Services from other jurisdictions do so at their own volition and are responsible for compliance with local law. By providing information in connection with the Services, you consent to the transfer of your information to, and storage of your information in, the United States, the laws of which may not be as stringent as the laws of the country in which you reside.

### 3. What We Do

**Our Services.** In addition to the services we offer in person, the Services include online platforms on which people or entities that wish (and have the right) to rent, lease, or sublet their properties (“Landlords”) or sell their properties (“Sellers”) may propose to us property listings, which are published listings of real property subject to agreements memorializing the right of an agent/broker to manage the marketing, leasing, and/or sale of such real property, in exchange for a fee or commission for their services (“Listing”). We also offer services to people who wish to rent, lease, or sublease (“Renters”) or buy (“Buyers”) such properties may search for, obtain information regarding, and potentially complete transactions with respect to, such properties. We do not own, operate, or have any control over the properties. Our Services also include product and technology developments that help facilitate real estate transactions.

**Please Be Smart.** You understand and agree that we are not a party to any agreement you enter into with any other user, whether or not that agreement is provided through the Services, and you acknowledge that you are solely responsible for your interactions, correspondence, and transactions with other users of the Services, whether on the Site, the Applications, in person, or otherwise.

- Please exercise good judgment and common sense.
- Please conduct all necessary, appropriate, and prudent inquiries, investigations, research, and due diligence; and
- Please take all necessary precautions when interacting with others or publicly posting Content.

For purposes of these Terms of Service, the term “Content” includes, without limitation, Listings, information, data, text, inquiries, photographs, videos, virtual tours, audio clips, written posts, reviews, feedback, comments, market reports, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Services, as well as, all User Content (as defined in Section 8 below).

**Advertising.** Some Services may be supported by advertising revenue, and you hereby agree that we may display advertising, promotions, sponsored Listings, and the like in connection with the Services on, around, and in connection with your User Content.

**Website Tracking.** For non-Presidio agent consumers, Presidio does not use session replay technology, but does use auto-capture features as you navigate our platform (desktop and mobile). We collect this information for both IT debugging purposes, and to provide us with valuable information used when considering possible web and mobile enhancements. Auto-capture enables Presidio to take screenshots of your screen in order to view any potential error that our Engineering team may need to improve upon.

Please note that your personal information is not linked to your user history as it has been de-identified and anonymized, and only employees situated in our Product/Engineering team have access to this information. If you wish to void your consent at any time, please let us know by contacting us at [optout@Presidioteam.com](mailto:optout@Presidioteam.com).

#### 4. Registration

**Account.** To utilize certain Services, you will be required to register for an account (an “Account”). You must provide accurate and complete information and keep your Account information updated. You shall not select or use as a username a name (i) of another person with the intent to impersonate that person; (ii) subject to any rights of a person other than you without appropriate authorization; or (iii) that is otherwise offensive, vulgar, or obscene. You are solely responsible for the activity that occurs on your Account and for keeping your Account password secure. You may never use another person’s user account or registration information for the Services without permission. You must notify us immediately of any change in your eligibility to use the Services, any breach of security, or any unauthorized use of your Account. You should never publish, distribute or post login information for your Account. You shall have the ability to delete your Account either directly or through a request made to us.

#### 5. License Grant

**License.** Subject to these Terms of Service, we grant each user of the Services a non-exclusive, non-sublicensable, and non-transferable license to access and use the Services and access, download, and display locally, all Content therein for your personal, non-commercial purposes. Any reproduction, modification, distribution, storage, or other use of the Services, or any Content therein for any other purpose, is expressly prohibited without prior written permission from us. You shall not sell, license, rent, share, publish, or otherwise use or exploit any Content outside the Services for commercial use, in connection with the provision of services to a third party, or in any way that violates any third party’s right.

Notwithstanding the foregoing, we grant Presidio Agents certain commercial rights to access and use the Services Presidio provides, pursuant to their respective Independent Contractor Agreement (ICA) and other related agreements and/or policies between Agents and Presidio.

Without limiting the foregoing, no non-Presidio real estate broker, salesperson, agent, or similar state licensed real estate professional may market or make commercial use of the Content in any way, including, without limitation, advertising our property listings, copying our Content for commercial use, or contacting our customers or the owners or sellers of any properties listed on the Services.

**Availability of Content.** We do not guarantee that any Content will be made available through the Services. We reserve the right, but not the obligation, to (i) remove, edit, or modify any Content in our

sole discretion, at any time, without notice to you, and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if we are concerned that you may have violated these Terms of Service), or for no reason at all, and (ii) remove or block any Content from the Services.

## 6. Rules of Conduct

**No Prohibited Use.** As a condition of use, you shall not use the Services for any purpose that is prohibited by these Terms of Service. You are responsible for all your activity in connection with the Services.

**Don't Abuse the Service.** You shall not (i) manipulate the price or description of any Listing without proper authorization; (ii) interfere with other users' Listings; (iii) recruit, solicit, or encourage any other user to use third party services or websites that are competitive to ours; (iv) use the Services to find a Listing, Landlord, Buyer, Seller, or Renter and then complete a transaction independent of the Services in order to circumvent the obligation to pay any fees related to our provision of the Services; (v) take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or our third party providers') infrastructure; (vi) interfere or attempt to interfere with the proper working of the Services or any activities conducted in connection with the Services; (vii) bypass, circumvent or attempt to bypass or circumvent any measures we may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Services); (viii) run any form of auto-responder or "spam" on the Services; (ix) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Site; (x) harvest or scrape any Content from the Services; (xi) take any action in violation of our guidelines and policies; (xii) decipher, decompile, disassemble, reverse engineer, or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Services (including, without limitation, any Application), except to the limited extent that applicable laws specifically prohibit such restriction; (xiii) modify, translate, or otherwise create derivative works of any part of the Services; (xiv) infringe any patent, trademark, trade secret, copyright, right of publicity, or other right of any other person or entity or violates any law or contractual duty (see our [Copyright Policy](#)); or (xv) copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder. You shall abide by all applicable local, state, national, and international laws and regulations.

**Our Additional Rights.** We also reserve the right, without any obligation, to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request; (ii) enforce these Terms of Service, including investigation of potential violations hereof; (iii) detect, prevent, or otherwise address fraud, security or technical issues; (iv) respond to user support requests; (v) fulfill your requests for services; or (vi) protect the rights, property or safety of us, our users, and the public. You acknowledge and agree that we may, but have no obligation to, conduct background checks, reference checks, and credit checks on any users of the Services.

## 7. Equal Housing Opportunity

We are pledged to the letter and spirit of United States policy for the achievement of equal housing opportunity. We encourage and support an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, color, religion, sex, handicap, familial status,

or national origin. We endeavor to treat all parties fairly and honestly and to support equal housing opportunities. We encourage our users to do so as well.



## 8. User Content; Intellectual Property Rights

**User Content.** All Listing, rental, or sales information, and other content added, created, uploaded, submitted, distributed, or posted in connection with the Services or otherwise provided by users (collectively “User Content”), whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such User Content. You represent that all User Content provided by you is accurate, complete, up-to- date, and in compliance with all applicable laws, rules, and regulations.

The following standards apply to any and all User Content. You must ensure that all User Content posted by you complies with all applicable laws and regulations. Without limiting the foregoing, you must not post User Content that:

- infringes any patent, trademark, trade secret, copyright, right of publicity, or other right of any other person or entity or violates any law or contractual duty (see our [Copyright Policy](#));
- you know is false, misleading, untruthful, or inaccurate; is unlawful, threatening, discriminatory, hateful, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another’s privacy, tortious, obscene, vulgar, pornographic, offensive, or profane; contains or depicts nudity or sexual activity; promotes bigotry, racism, hatred, or harm against any individual or group; or is otherwise inappropriate as determined by us in our sole discretion.
- constitutes unauthorized or unsolicited advertising, junk, or bulk e-mail (i.e. spamming);
- contains software viruses or any other disabling computer codes, files, or programs that are designed or intended to disrupt, damage, limit, or interfere with the proper function of any software, hardware, or telecommunications equipment, or to damage or obtain unauthorized access to any system, data, password, or other information of ours or of any third party;
- impersonates, bullies, stalks, or intimidates any person or entity, including any of our employees or representatives, or falsifies or misrepresents yourself or your personal information; or
- includes any confidential information, violates the rights of others (including, without limitation, the rights of publicity and privacy and rights under a contract), or otherwise contains any material that could give rise to any civil or criminal liability under applicable laws or regulations, or that otherwise may be in conflict with these Terms of Service.

**User Content License Grant.** By submitting User Content through the Services, you hereby do and shall grant us a worldwide, non-exclusive, perpetual, royalty-free, fully paid, sublicensable, and transferable license to use, edit, modify, truncate, aggregate, reproduce, distribute, prepare derivative works of, display, perform, and otherwise fully exploit the User Content in connection with the Services and our (including successors’ and assigns’) businesses, including, without limitation, for promoting and redistributing part or all of the Services (and derivative works thereof) in any media formats and through any media channels (including, without limitation, third party websites and feeds), and including after your termination of your Account or the Services. You also hereby do and shall grant each user of the Services a non-exclusive, perpetual license to access your User Content through the Services. For clarity, the foregoing license grants to us and our users do not affect your other ownership or license rights in

your User Content, including the right to grant additional licenses to your User Content, unless otherwise agreed in writing. You represent and warrant that you have all rights to grant such licenses to us without infringement or violation of any third party rights, including, without limitation, any privacy rights, publicity rights, copyrights, trademarks, contract rights, or any other intellectual property or proprietary rights.

**Intellectual Property Rights.** You acknowledge and agree that the Services and the Content, including User Content provided by others, features, and functionality (including, without limitation, all content, information, data, items, materials, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof), are owned by us, our licensors, or other providers of such material and are protected by United States and international intellectual property or proprietary rights laws. Our Site features Google Maps, and your use of Google Maps through our Services is governed by the terms of Google's privacy policy, legal notices, and terms of use.

No right, title, or interest in or to the Services or any Content provided in connection with the Services is transferred or otherwise granted to you under these Terms of Service. All rights, title, or interest in or to the Services and the Content provided in connection with the Services (other than user contributions posted by you) are reserved by us. Any use of the Services not expressly permitted by these Terms of Service is a breach of these Terms of Service and may violate copyright, trademark, or other laws.

The names, logos, product and service names, designs, slogans, and other trademarks associated with the Services are ours and those of our licensors. You must not use any of the foregoing without our prior written permission. All other names, logos, product and service names, designs, slogans, and other trademarks used in connection with the Services are the trademarks of their respective owners.

## 9. Affiliates

Some of our Services are provided through Affiliates, such as Clear Sight Mortgage. If your use of the Services involves services or products provided by Affiliates, your use is governed by the applicable terms of service or privacy policy for the service, platform, or website you are using and not by these Terms of Service.

When your use of the Services involves Affiliates, you are also consenting to the collection, transfer, manipulation, storage, sharing, disclosure, and other uses of your information as described in the applicable privacy policy below. For more information on the terms and conditions of some of our Affiliates, please see below:

[www.clearsightmortgage.com](http://www.clearsightmortgage.com)

## 10. Third Party Services

The Site and Applications may permit you to link to other websites, services, or resources on the Internet, and other websites, services, or resources may contain links to the Services. When you access third party resources on the Internet, you do so at your own risk. These other third-party resources are not under our control, and you acknowledge that we are not responsible or liable for the content, functions, accuracy, legality, appropriateness, or any other aspect of such third party websites or resources. The inclusion of any such link does not imply our endorsement or any association between us

and their operators. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such third-party website or resource.

Certain features of the Services include third party tools that are subject to additional terms, including, but not limited to, YouTube API Services. By using the Services, you agree to be bound by the [YouTube Terms of Service](#).

## 11. Termination

We may terminate your access to all or any part of the Services at any time, with or without cause, with or without notice, and effective immediately, which may result in the forfeiture and destruction of all information associated with your membership. If you wish to terminate your Account, you may do so by following the instructions on the Site or through the Services. Any fees paid hereunder are non-refundable. All provisions of these Terms of Service which by their nature should survive termination shall survive termination, including, without limitation, licenses of User Content, ownership provisions, warranty disclaimers, indemnity and limitations of liability, and arbitration.

## 12. Warranty Disclaimer

**No Fiduciary Duty.** Unless we have signed a state-mandated written agreement with you that states otherwise, we have no special relationship with or fiduciary duty to you. You acknowledge that we have no duty to take any action regarding:

- which users gain access to the Services.
- what Content you access via the Services; or
- how you may interpret or use the Content.

**No Responsibility.** You acknowledge that all Content, including User Content, accessed by you using the Services is at your own risk and that you will be solely responsible for any damage or loss to you or any other party resulting therefrom. We do not assume any responsibility or liability or make any warranties or guarantees that any Content you access on or through the Services is or will continue to be accurate, safe, or legal. All Content and information is subject to errors, omissions, changes in price, prior sale or rental, or withdrawal without notice. No representation, warranty, covenant, or guarantee is made as to the accuracy of any description. All measurements and square footage are approximate and may not be relied upon by you. All information should be confirmed by you.

**NO WARRANTIES; DISCLAIMERS.** THE SERVICES AND CONTENT, INCLUDING THAT FROM AGENTS, ARE PROVIDED "AS IS," "AS AVAILABLE," AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. WE, AND OUR DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, PARTNERS, AND CONTENT PROVIDERS DO NOT WARRANT THAT (I) THE SERVICES WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (II) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (III) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR

(IV) THE RESULTS OF USING THE SERVICES WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK.

We make no representations or warranties concerning any Content contained in or accessed through the Services, including that from agents, and we will not be responsible or liable for the accuracy, copyright compliance, or legality of material or Content contained in or accessed through the Services or for any actions you may take as a result of having been exposed to the Services. If any sample or other contracts are provided or otherwise obtained through the Services, we do not warrant that such terms will sufficiently cover the relationship you seek to develop by entering into such terms, nor do we represent, warrant, or guarantee that such terms are legal, binding, adequate, complete or in any way appropriate for your intended purposes. It is your responsibility to consult with independent legal counsel prior to entering into any contract or agreement with a third party.

WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY LISTING, PROPERTY, CONTRACT, CONTENT, OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY, INCLUDING THAT FROM AGENTS, THROUGH THE SERVICES OR ANY HYPERLINKED SITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD PARTY PROVIDERS OF LISTING INFORMATION, PROPERTIES, CONTENT, OR SERVICES. You acknowledge and agree that we (i) do not decide what price is appropriate for the Listing; (ii) do not guarantee the condition of any properties or the performance, adequacy, or completeness of inspections, services, products, or repairs; (iii) do not have any obligation to conduct any inspections whatsoever, including, without limitation, of common areas, offsite areas, or other aspects of the properties; (iv) have no responsibility for identifying defects with the property or inspecting public records or permits regarding title or use of the properties; (v) are not responsible for verifying square footage, representations of others, or information contained in any property reports, Listings, or promotional materials; and (vi) are not responsible for providing legal or tax advice regarding any transactions. Listings and related information provided from third parties are provided solely as a convenience, and Presidio has not reviewed or confirmed any information originating from sources other than Presidio, including that from Agents.

### **13. Indemnification**

You shall defend, indemnify, and hold harmless us, our Affiliates, and each of our and their respective employees, contractors, directors, suppliers, licensors, and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to (i) your use or misuse of, or access to, the Services, Listings, Content, or otherwise from your User Content; (ii) violation of these Terms of Service; (iii) breach of any contract, or other agreement you enter into; (iv) personal injury, property damage, or other claims or damages relating to property defects, conditions, legality, or suitability; (v) your interactions or transactions with any other user; (vi) infringement by you, or any third party using your Account or identity in connection with the Services, of any intellectual property or other right of any person or entity; (vii) your violation of any applicable law, rule, or regulation related to the Services; or (viii) any payments due and payable by you to any third party vendor in connection with the Services. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defenses.

### **14. Limitation of Liability**



**LIABILITY LIMITS.** IN NO EVENT SHALL WE, NOR OUR AFFILIATES AND EACH OF OUR AND THEIR RESPECTIVE EMPLOYEES, CONTRACTORS, DIRECTORS, SUPPLIERS, LICENSORS, AND REPRESENTATIVES, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICES FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS, ACCOMMODATIONS, RIGHTS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, COMPENSATORY, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), OR FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) THE LESSER OF (A) FEES PAID TO US FOR THE PARTICULAR SERVICES DURING THE IMMEDIATELY PREVIOUS THREE (3) MONTH PERIOD OR (B) \$100.00.

**ACKNOWLEDGEMENT.** YOU SPECIFICALLY ACKNOWLEDGE THAT WE SHALL NOT BE LIABLE FOR (I) USER CONTENT, (II) THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY, OR (III) THE CONDITION, LEGALITY, OR SUITABILITY OF ANY PROPERTY, AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS SOLELY AND ENTIRELY WITH YOU.

**Releases.** You shall and hereby do release us from all liability for you having acquired or not acquired housing through the Services. You hereby release us and our directors, officers, employees, agents, subsidiaries, Affiliates, successors, predecessors, assigns, heirs, service providers, insurers, investors, attorneys, advisors, and suppliers from all claims, demands, and damages of every kind and nature, known and unknown, direct and indirect, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to content accessed through the Services, or any interactions with others arising out of or related thereto, and you expressly waive the provisions of any local law, which provides in substance: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor," and all similar code provisions in any jurisdiction.

## **15. ARBITRATION CLAUSE AND CLASS ACTION WAIVER; WAIVER OF JURY TRIAL**

**IMPORTANTLY, PLEASE REVIEW THIS SECTION AS THIS ARBITRATION CLAUSE AND CLASS ACTION WAIVER AFFECTS YOUR LEGAL RIGHTS.**

**ARBITRATION.** YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND US (WHETHER OR NOT SUCH DISPUTE INVOLVES A THIRD PARTY) WITH REGARD TO YOUR RELATIONSHIP WITH US, INCLUDING, WITHOUT LIMITATION, DISPUTES RELATED TO THESE TERMS OF SERVICE, YOUR USE OF THE SERVICES, AND/OR RIGHTS OF PRIVACY AND/OR PUBLICITY, WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION UNDER THE AMERICAN ARBITRATION ASSOCIATION'S RULES FOR ARBITRATION OF CONSUMER-RELATED DISPUTES, AND YOU AND WE HEREBY EXPRESSLY WAIVE TRIAL BY JURY. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. This dispute resolution provision will be governed by the Federal Arbitration Act and not by any state law concerning arbitration. In the event the American Arbitration Association is unwilling or unable to set a hearing date within one hundred and sixty (160) days of filing the case, then either we or you can elect to have the arbitration administered instead by the Judicial Arbitration and Mediation Services (JAMS).

**Arbitration and Mediation Services.** Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies, or awards that conflict with these Terms of Service.

**NO CLASS ACTION.** NEITHER YOU NOR WE WILL PARTICIPATE IN A CLASS ACTION OR CLASS-WIDE ARBITRATION FOR ANY CLAIMS COVERED BY THESE TERMS OF SERVICE. YOU ARE GIVING UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if we are a party to the proceeding.

**Severability.** If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this Arbitration section will be null and void. This arbitration agreement will survive the termination of your relationship with us.

### **17. Governing Law and Jurisdiction**

These Terms of Service shall be governed by and construed in accordance with the laws of the State of UTAH, including its conflicts of law rules, in the United States of America, and the United Nations Convention on Contracts for the International Sale of Goods shall not be applicable hereto. Without limiting the arbitration obligations set forth above, you agree to submit to the jurisdiction and venue of the state and Federal courts of Salt Lake County, Utah for the purposes of these Terms of Service.

YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES OR US MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, ANY SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

### **18. User Disputes**

We reserve the right, without any obligation, to intervene in or monitor disputes between our users. You agree to cooperate with and assist us in good faith, and to provide us with such information and take such actions as we may reasonably request, in connection with any disputes involving you. Although we may moderate content or disputes in our discretion, we have no authority to legally bind third parties or force them to resolve complaints or disputes. Any efforts or statements made by us to intervene in or moderate disputes is superseded by this provision, which may not be modified, waived, or released except by a written agreement, dated and signed by our Chief Executive Officer and dated and signed by the individual or entity to whom the modification, waiver, or release is granted.

### **19. Export Control**

By using the Services, you represent and warrant that (i) neither you nor any Listing proposed by you, if any, is located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a "terrorist supporting" country, and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the Services for any purpose prohibited by U.S. law, including the development, design, manufacture, or production of missiles or nuclear, chemical, or biological weapons. You may not use, export, re-export, import, or transfer the Services except as authorized by United States law, the laws of the jurisdiction in which you obtained the Application, and any other applicable laws. In particular, but without limitation, the Services may not be exported or re-exported (a) into any United States embargoed countries; (b) to anyone on the U.S.

Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List; or (c) into any country or to any person or entity on any similar lists maintained in any applicable jurisdiction.

## 20. Feedback

Your feedback, comments and suggestions for improvements to the Services and our business generally ("Feedback") are welcome. You may submit Feedback by emailing [feedback@Presidioteam.com](mailto:feedback@Presidioteam.com). You acknowledge and agree that all Feedback is and shall be our sole and exclusive property, and you shall and hereby do assign to us all right, title, and interest in and to all Feedback, including, without limitation, all worldwide patent, copyright, trade secret, moral, and other proprietary or intellectual property rights therein, notwithstanding anything else. You will execute documents and take such further acts as we may reasonably request to effectuate the foregoing ownership and rights.

## 21. Modification

We reserve the right, in our sole discretion, to modify or replace any of these Terms of Service (including, without limitation, Presidio's Privacy Policies, for the avoidance of doubt), or change, suspend, limit, or discontinue the Services (including, without limitation, the availability of any feature, database, or content) at any time. If such modification is material, we will post a notice on the Site or send you notice by another appropriate means of electronic communication. It is your responsibility to check these Terms of Service periodically for changes. Your continued use of the Services following posting or notification of any changes to these Terms of Service constitutes acceptance of those changes.

## 22. Mobile Application Terms

If we make the Services available as an application for mobile devices ("Application"), then subject to your compliance with these Terms of Service, we grant you a limited, non-exclusive, non-transferable license to download and install a copy of the Application on a single mobile device or computer that you own or control and run such copy of the Application solely for your own personal use. We reserve all rights in the Application not expressly granted to you by these Terms of Service.

**Apple Applications.** Furthermore, with respect to any Application accessed through or downloaded from the Apple App Store ("App Store Sourced Application"), you will only use the App Store Sourced Application (i) on an Apple-branded product that runs iOS (Apple's proprietary operating system software); and (ii) as permitted by the "Usage Rules" set forth in the Apple Media Services Store Terms and Conditions.

The following terms apply to any App Store Sourced Application:

- Both you and we acknowledge that these Terms of Service are concluded between you and us only, and not with Apple, and that Apple is not responsible for the Application or the Content.
- The Application is licensed to you on a limited, non-exclusive, non-transferable, non-sublicensable basis, solely to be used in connection with the Services for your private, personal, non-commercial use, subject to all the terms and conditions of these Terms of Service as they are applicable to the Services.
- You will only use the Application in connection with an Apple device that you own or control.

- You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application.
- In the event of any failure of the Application to conform to any applicable warranty, including those implied by law, you may notify Apple of such failure, and upon notification, Apple's sole warranty obligation to you will be to refund to you the purchase price, if any, of the Application.
- You acknowledge and agree that we, and not Apple, are responsible for addressing any claims you or any third party may have in relation to the Application.
- You acknowledge and agree that, in the event of any third-party claim that the Application or your possession and use of the Application infringes that third party's intellectual property rights, we, and not Apple, will be responsible for the investigation, defense, settlement, and discharge of any such infringement claim.
- You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties.
- Both you and we acknowledge and agree that in your use of the Application you will comply with any applicable third-party terms of agreement which may affect or be affected by such use; and
- Both you and we acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of these Terms of Service, and that upon your acceptance of these Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against you as the third-party beneficiary hereof.

**Android Applications.** Furthermore, with respect to any Application accessed through or downloaded from the Google Play Store ("Android Sourced Application"), you will only use the Android Sourced Application (i) on a product that runs Android (Google's proprietary operating system software); and (ii) as permitted by the requirements set forth in the Google Play Terms of Service.

The following terms apply to any Android Sourced Application:

- Both you and we acknowledge that these Terms of Service are concluded between you and us only, and not with Google, and that Google is not responsible for the Application or the Content.
- The Application is licensed to you on a limited, non-exclusive, non-transferable, non-sublicensable basis, solely to be used in connection with the Services for your private, personal, non-commercial use, subject to all the terms and conditions of these Terms of Service as they are applicable to the Services;
- You will only use the Application in connection with an device that you own or control;
- You acknowledge and agree that Google has no obligation whatsoever to furnish any maintenance and support services with respect to the Application;
- In the event of any failure of the Application to conform to any applicable warranty, including those implied by law, you may notify Google of such failure, and upon notification, you must address your remedy with Google directly;
- You acknowledge and agree that we, and not Google, are responsible for addressing any claims you or any third party may have in relation to the Application;
- You acknowledge and agree that, in the event of any third party claim that the Application or your possession and use of the Application infringes that third party's intellectual property rights, we, and not Google, will be responsible for the investigation, defense, settlement, and discharge of any such infringement claim;

- You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country, and that you are not listed on any U.S. Government list of prohibited or restricted parties;
- Both you and we acknowledge and agree that in your use of the Application you will comply with any applicable third party terms of agreement which may affect or be affected by such use; and
- Both you and we acknowledge and agree that Google and Google’s subsidiaries are third party beneficiaries of these Terms of Service, and that upon your acceptance of these Terms of Service, Google will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against you as the third party beneficiary hereof.

If the Services are made available to you through any other third party application that that is not subject to the terms addressed this Section 21, you must comply with the applicable terms and usage rules required by that application’s owner.

### 23. Miscellaneous

**Entire Agreement.** These Terms of Service, together with any state-mandated disclosure forms provided by us to you separately, are the entire agreement between you and us with respect to the Services and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and us with respect to the Services.

**Severability.** If any provision of these Terms of Service is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms of Service will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

**Force Majeure.** We shall not be liable for any failure to perform our obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic, or communications failure or degradation, or third party acts or omission. Assignment. These Terms of Service are personal to you and are not assignable, transferable, or sublicensable by you except with our prior written consent. We may assign, transfer, or delegate any of our rights and obligations hereunder without consent.

**Assignment.** These Terms of Service are personal to you and are not assignable, transferable, or sublicensable by you except with our prior written consent. We may assign, transfer, or delegate any of our rights and obligations hereunder without consent.

**Agency.** No agency, partnership, joint venture, or employment relationship is created as a result of these Terms of Service, and neither party has any authority of any kind to bind the other in any respect.

**Notices.** Unless otherwise specified in these Term of Service, all notices under these Terms of Service will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e- mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Electronic notices should be sent to [notices@Presidioteam.com](mailto:notices@Presidioteam.com).

**No Waiver.** Our failure to enforce any part of these Terms of Service shall not constitute a waiver of our right to later enforce that or any other part of these Terms of Service. Waiver of compliance in any particular instance does not mean that we will waive compliance in the future. In order for any waiver of compliance with these Terms of Service to be binding, we must provide you with written notice of such waiver through one of our authorized representatives.

**Headings.** The section and paragraph headings in these Terms of Service are for convenience only and shall not affect their interpretation. **Third Party Rights.** These Terms of Service are for the benefit of us and our Affiliates, vendors, and suppliers, and our and their officers, directors, employees, affiliates, agents, licensors, and suppliers. Each of these entities and individuals shall have the right to assert and enforce these Terms of Service directly against you on its or their behalf.

**Third Party Rights.** These Terms of Service are for the benefit of us and our Affiliates, vendors, and suppliers, and our and their officers, directors, employees, affiliates, agents, licensors, and suppliers. Each of these entities and individuals shall have the right to assert and enforce these Terms of Service directly against you on its or their behalf.

**Contact.** If you have any questions, complaints, or claims with respect to the Services, you may contact us at Presidio Real Estate, 2100 W Pleasant Grove Blvd. Suite 160, Pleasant Grove, UT 84062; [info@Presidioteam.com](mailto:info@Presidioteam.com); 801-251-6683.

## 24. Notices and Restrictions

**Copyrights.** The Services may contain Content specifically provided by us, our partners, or our users, and such Content is protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws. You shall abide by and maintain all copyright notices, information, and restrictions contained in any Content accessed through the Services.

Date Terms of Service Last Modified: December 20, 2023