

AGENTBUILDERPRO.COM TERMS OF SERVICE

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1. **Acceptance of Terms.** You agree that by accessing the site, you have read, understood, and agree to be bound by all of these terms of use. If you do not agree with all of these terms of use, then you are expressly prohibited from using the site and you must discontinue use immediately.

You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Site after the date such revised Terms of Use are posted. The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

2. **Privacy.** Your visit to our site is also governed by our Privacy Policy. Please review our Privacy Policy at agentbuilderpro.com.
3. **Ownership.** All content included on this site is and will continue to be the property of agentbuilderpro.com or its content suppliers or licensors and is protected under applicable copyright, patent, trademark, and other proprietary rights. Any copying, redistribution, use or publication by you outside the scope permissible under your subscription or purchase is prohibited. You agree not to copy materials on the site, reverse engineer or break into the site, or use materials, products or services in violation of any law. The use of this Site is at the discretion of ABP, and ABP may terminate your use of this Site at any time.
4. **Intended Audience.** This Site is intended for adults only. This Site is not intended for any children under the age of 13.
5. **Trademarks.** AGENT BUILDER PRO, AGENTBUILDERPRO, agentbuilderpro.com, and others are either trademarks or registered trademarks of agentbuilderpro.com. Other product and company names such as eXp Realty mentioned on this Site may be trademarks of their respective owners.
6. **Services.** Agentbuilderpro.com grants you a limited, revocable, nonexclusive license to use this site solely for your own personal or business use in connection with Realtor® related services and marketing such as landing pages, websites, drip campaigns, and customer relations management systems.

Unless explicitly stated otherwise, any new features which augment or enhance the Service, including without limitation the release of new Services, are subject to the then current TOS.

You alone are totally responsible for any activity that takes place on Agentbuilderpro.com under your name and password. If you become aware of any unauthorized use of your username and/or password it is your responsibility to notify ABP immediately. It is up to you to maintain the confidentiality of your password and username at all times.

You understand that you may receive business-related communications from ABP such as Service announcements and account administrative notices and you agree that these communications are not "unsolicited commercial email advertisements" and thus, subject to all applicable laws, you agree to receive them, and you will not be able to opt out of receiving such communications.

You understand that you are responsible for obtaining access to the Service and that access may involve third party fees. You are totally responsible for obtaining such access and paying those fees.

- 7. End-User Responsibilities and Prohibited Conduct.** As a condition of your use of the Site, you represent and warrant to ABP that you will not use the website and any Service for any purpose that is unlawful, offensive, and/or prohibited by this TOS.
- a) You are responsible for all use of the services under your Agentbuilderpro.com account. You are solely responsible for your own communications and Content including any customer data, images, graphics, text, audio, video, email, links, and/or screen names you upload under your Agentbuilderpro.com account. You agree to use the Service in a manner that is legal and proper.
 - b) You must not abuse, defame, harass, stalk, threaten, intimidate, or otherwise violate the legal rights of others.
 - c) You must not violate the privacy or publicity rights of others.
 - d) You must not upload, post or link to any material that is inappropriate, defamatory, infringing, obscene, vulgar, libelous, racially or ethnically hateful, objectionable, or unlawful (or promote or provide instructional information about illegal activities or communications that could reasonably cause damage, loss, harm, or injury to any individual or group).
 - e) You must not post, upload or link to (a) anything that promotes or distributes pyramid schemes or chain letters, or (b) other disruptive, illegal or immoral communications of any kind.
 - f) You must not post, upload or link to anything that could potentially exploit or harm children by exposing them to inappropriate Content, asking for personally identifiable details or information, or otherwise exposing them to materials or information which in any way could cause damage, injury, or harm of any kind.
 - g) You must not upload or post anything that infringes any patent, trademark, copyright, trade secret or other intellectual property or other legal right of a third party without prior written permission from the third party in each instance, which written permission you agree to disclose to us at any time on our request (subject to all applicable laws). You must not intentionally download any material that you know or should reasonably know cannot be distributed legally.
 - h) You must not impersonate another person, group of people, or entity at any times, which includes not using anyone else's username or password.
 - i) You must not use the Service for any illegal, immoral, or unauthorized purpose.
 - j) You must abide by all applicable Federal, State and local laws. If you are outside the United States, you must comply with all local laws as well with respect to your Online conduct and

acceptable Content including without limitation the exportation of data to the United States or to your country or residence.

- k) You must not transmit any viruses, worms, defects, Trojan horses or any items and/or computer code, files or programs of a destructive nature and/or otherwise designed to interrupt or limit the functionality of any computer software or hardware or telecommunications device.
- l) You must not transmit or allow access or distribution of any spiders, robots or other information gathering computer programs or routines or their equivalents on or in the Service.
- m) You must not interfere with or disrupt the Service or servers or networks connected with the Service or disobey any requirements, procedures, policies or regulations of networks connected to the Service.
- n) You cannot create end-user accounts under any false or fraudulent pretenses (including by automated means).
- o) You must not retrieve, store or collect personal information about any user for any unauthorized purpose, and may not retrieve, store, or collect personal information about any user for any valid purpose without such user's prior written consent in each instance (and acknowledgment that they are at least 13 years of age).
- p) You must not engage in any "spamming" of any kind, including without limitation ad spamming in violation of the CAN-SPAM Act of 2003.
- q) Otherwise attempt to interfere with the proper working of the Site.
- r) YOU UNDERSTAND AND AGREE THAT IF YOU VIOLATE ANY OF THE RULES OF BEHAVIOR, ABP CAN TERMINATE YOUR USE OF THE SERVICE IMMEDIATELY WITHOUT PRIOR NOTICE AND WITHOUT ANY RIGHT OF REFUND, SET-OFF, OR HEARING.

8. End-user Accounts. In order to use certain aspects of the Service you are required to create a user account with a username and password. Registered end users are subject to the following specific terms in addition to all of the other terms in this Agreement:

- a) In consideration of your use of the Service, you represent that you are of legal age to form a binding contract, which is eighteen (18) years of age in the United States and are not a person barred from receiving the Services under the laws of the United States or other applicable jurisdiction.
- b) You agree to provide true, accurate, current, and complete information as required per the Site. If you provide any information that is untrue, incomplete, not current, or inaccurate, ABP has the right to suspend or terminate your account and refuse your current or future use of the Service (or any portion thereof).
- c) You agree that ABP may, under certain circumstances and without prior notice, immediately terminate your end-user account, any associated username and/or access to the Service. Cause for such termination includes: (i) a breach or violation of the TOS or other ABP policies, guidelines, or rules (including without limitation the Privacy Policy), (ii) your engagement in fraudulent or illegal activity, (iii) unexpected technical or security issues, and (iv) requests by law enforcement or other government agencies.
- d) You are responsible for any activities that take place under your username and password. If you become aware of any unauthorized use of your password or account, or any other breach of security, contact ABP immediately. It is up to you to maintain the confidentiality of your password

and account. ABP is not responsible or liable for any loss or damage arising from your failure to comply with the provisions of these terms.

- 9. Subscription and Payments.** ABP purchases and subscriptions are charged to your credit card monthly on a month-to-month plan or on a yearly plan or on a one-time basis. We may change prices at any time. All payments are in US dollars. You agree to pay all charges or fees at the prices then in effect for your purchases, and you authorize us to charge your chosen payment provider for any such amounts upon making your purchase. If your purchase is subject to recurring charges, then you consent to our charging your payment method on a recurring basis without requiring your prior approval for each recurring charge, until you notify us of your cancellation. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment. We also reserve the right to refuse any order placed through the Site.
- 10. Cancellation.** You may cancel your ABP account any time or by contacting customer support.
- 11. Links from the Site.** If the Site contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party Sites linked to this Site, you do so entirely at your own risk and subject to the terms and conditions of use for such Sites.
- 12. Real Estate Agent.** ABP is not a real estate brokerage. You must have an active real estate license to join eXp Realty as an agent. ABP is not responsible for your agent fees or your transactions fees required by eXp Realty. ABP is not responsible for your compliance with eXp Realty requirement or any MLS requirements.
- 13. Indemnification.** You agree to indemnify, defend and hold ABP and our partners, directors, employees, and affiliates, harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of the Site.
- 14. Disclaimer.** THE INFORMATION ON THIS SITE IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. YOU AGREE THAT USE OF THIS SITE IS AT YOUR SOLE RISK. ABP DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY EXPRESS WARRANTIES, STATUTORY WARRANTIES, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TO THE EXTENT YOUR JURISDICTION DOES NOT ALLOW LIMITATIONS ON WARRANTIES, THIS LIMITATION MAY NOT APPLY TO YOU. YOUR SOLE AND EXCLUSIVE REMEDY RELATING TO YOUR USE OF THE SITE SHALL BE TO DISCONTINUE USING THE SITE.
- 15. Limitation of Liability.** UNDER NO CIRCUMSTANCES WILL ABP BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING DAMAGES FROM LOSS OF BUSINESS, LOST PROFITS, LITIGATION, OR THE LIKE), SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES, UNDER ANY LEGAL

THEORY, ARISING OUT OF OR IN ANY WAY RELATING TO THE SITE, YOUR SITE USE, OR THE CONTENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE AND/OR CONTENT IS TO CEASE ALL OF YOUR SITE USE.

You may have additional rights under certain laws (including consumer laws) which do not allow the exclusion of implied warranties, or the exclusion or limitation of certain damages. If these laws apply to you, the exclusions or limitations in this Agreement that directly conflict with such laws may not apply to you.

16. Use of Information. ABP reserves the right, and you authorize us, to use and assign all information regarding site uses by you and all information provided by you in any manner consistent with our Privacy Policy.

17. Copyrights and Copyright Agent. If you believe your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have otherwise been violated, please provide a notice containing all of the following information to our Copyright Agent:

- (a) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- (b) A description of the copyrighted work that you claim has been infringed;
- (c) A description of where the material that you claim is infringing is located on the Site;
- (d) Your address, telephone number, and e-mail address;
- (e) 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
- (f) 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.

Our Copyright Agent for Notice of claims of copyright infringement on the Site is Garrett Steve, who can be reached as follows:

By E-mail: info@agentbuilderpro.com

18. Electronic Communication. Accessing agentbuilderpro.com and/or your end-user account, sending us emails, and completing Online forms constitutes electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing. YOU AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA AGENTBUILDERPRO.COM. You waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments, or the granting of credits by any means other than electronic means.

19. Disputes and Applicable Law. If there is any dispute about or involving the Service, you agree that any dispute shall be governed by the laws of the State of Florida without regard to conflict of law provisions. You agree to personal and exclusive jurisdiction by and venue in the state and federal courts of the Florida.

YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE SERVICE OR THESE TOS MUST BE FILED WITHIN SIX MONTHS AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

20. Severability. If any provision of this Agreement is adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

21. Waiver. The failure of ABP to exercise or enforce any right or provision of this Agreement will not operate as a waiver of such right or provision. Any waiver of this Agreement by ABP must be in writing and signed by an authorized representative of ABP.

22. Termination. ABP may terminate this Agreement at any time, with or without notice, for any reason.

23. Relationship of the Parties. Nothing contained in this Agreement or your use of the Site will be construed to constitute either party as a partner, joint venturer, employee, or agent of the other party, nor may either party hold itself out as such. Neither party has any right or authority to incur, assume, or create, in writing or otherwise, any warranty, liability, or other obligation of any kind, express or implied, in the name of or on behalf of the other party, it being intended by both parties that each will remain independent contractors responsible for its own actions.

24. Entire Agreement. This Terms of Use constitutes the entire agreement between you and ABP and governs the terms and conditions of your use of the Site, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and ABP with respect to this Site. Notwithstanding the foregoing, you may also be subject to additional terms and conditions, posted policies (including but not limited to the Privacy Policy), guidelines, or rules that may apply when you use the Site. ABP may revise this Terms of Use at any time by updating this Agreement and posting it on the Site. Accordingly, you should visit the Site and review the Terms of Use periodically to determine if any changes have been made. Your continued use of this Site after any changes have been made to the Terms of Use signifies and confirms your acceptance of any such changes or amendments to the Terms of Use.

25. Contact Information.

Agentbuilderpro.com

info@agentbuilderpro.com