

Clozio | Terms of Use

Welcome to Clozio's Terms of Use agreement. For purposes of this agreement, "Site" refers to the Company's website, which can be accessed at www.cloz.io or through our mobile application. "Service" refers to the Company's services accessed via the Site, in which: Real Estate Agents can get logistical transaction support, access collaborative action item trackers, and review and publish dynamic transaction calendars; Buyers and Sellers can get support and visibility through the transaction process; and 3rd party service providers can manage their appointments. The terms "we," "us," and "our" refer to the Company. "You" refers to you, as a user of our Site or our Service.

The following Terms of Use apply when you sign up for an account, log in, and/or use the Service via our website located at www.cloz.io or by accessing the Service through clicking on the application (the "App") on your mobile device.

Please review the following terms carefully. By accessing or using the Service, you signify your agreement to these Terms of Use. Clozio may modify or amend these terms at any time and will provide the User with reasonable prior written notice of any change. **If you do not agree to be bound by these Terms of Use in their entirety, or to any updates or amendments, you may not access or use the Service.**

1. PRIVACY POLICY

The Company respects the privacy of its Service users. Please refer to the Company's Privacy Policy (found here: https://cloz.io/Privacy_Policy.pdf) which explains how we collect, use, and disclose information that pertains to your privacy. When you access or use the Service, you signify your agreement to the Privacy Policy as well as these Terms of Use.

2. REGISTRATION; RULES FOR USER CONDUCT AND USE OF THE SERVICE

- a. **Legal Age.** You need to be at least 18 years old and a resident of the United States to register for and use the Service.

b. Registration.

- i. Users must create a personalized account which includes a unique username and a password to access the full functionality of the Services. You agree to notify us immediately of any unauthorized use of your password and/or account. The Company will not be responsible for any liabilities, losses, or damages arising out of the unauthorized use of your member name, password and/or account. The User also commits to use the Services and the information contained therein properly, and to comply with any given applicable regulation.
- ii. By creating a Clozio Account, you agree to: (i) provide true, accurate, current, and complete information about yourself (the “User Data”); (ii) maintain and promptly update the User Data to keep it true, accurate, current and complete; (iii) provide, if applicable, a valid payment method for paying any fees associated with the Service; (iv) use only the Clozio Account you created to access the Service; (v) not allow your Clozio Account to be used by anyone else to access the Service; and (vi) not use the name of another person with the intent to impersonate that person or in a way that otherwise causes confusion as to the origin of your account.
- iii. If you provide any information that is untrue, inaccurate, not current or incomplete, or otherwise fraudulent, or if Clozio has reasonable grounds to suspect that the information you provide is untrue, inaccurate, not current or incomplete, or otherwise fraudulent, Clozio may suspend or terminate your Clozio Account and refuse to allow you to use the Service at any time. All User Data will be stored and used in accordance with the Clozio Privacy Policy.
- iv. You hereby consent to the use of your activities on the Service by Clozio to optimize the functionality of the site and Clozio’s services.

3. CANCELLING YOUR ACCOUNT. You may cancel your Clozio Account at any time by emailing your request to ContactUs@cloz.io. If you terminate your Clozio Account, you will no longer have access to the features and content that are available to Clozio

Account holders. We may also terminate your Clozio Account, or impose limits on or restrict access to parts or all of the Service at any time, without notice or liability.

4. PROHIBITED USER CONDUCT

While using the Service, you agree not to engage in any of the following prohibited activities:

- a. accessing the Service for any reason other than as permitted by the normal functionality of the Service;
- b. Accessing the Service by any means other than through interfaces provided by Clozio and as otherwise expressly authorized under these Terms of Service;
- c. To collect or harvest any personal data of any user of the Site or the Service;
- d. To share or distribute any part or parts of the Site or the Service without our explicit written permission;
- e. To use the Service for any unlawful purpose or for the promotion of illegal or fraudulent activities;
- f. To attempt to, or harass, abuse or harm another person or group;
- g. To use another user's account without permission;
- h. To intentionally allow another user to access your account;
- i. To provide false or inaccurate information when registering an account;
- j. To interfere or attempt to interfere with the proper functioning of the Service in any way;
- k. To make any automated use of the Site, the Service or the related systems, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure;
- l. To bypass any measures we take to restrict access to the Service, or use any software, technology, or device to scrape, spider, or crawl the Service or harvest, scrape or manipulate data;
- m. To circumvent, disable or otherwise interfere with any security-related features of the Service or features that prevent or restrict use or copying of content, or enforce limitations on use of the Service or the content accessible via the Service;
- n. To publish or link to malicious content of any sort, including that intended to damage or disrupt another user's browser or computer;

- o. To send any unsolicited or unauthorized spam, advertising messages, promotional materials, email, junk mail, chain letters or other form of solicitation to other Users;
- p. To use any meta tags or other hidden text or metadata utilizing the Service or a Clozio trademark, logo, or URL without Clozio's express written consent; or
- q. To violate any applicable law or regulation.

5. POSTING AND CONDUCT RESTRICTIONS

- a. When you create your account, you will be able to provide information related to your transaction(s) and experience(s) ("User Content") to the Service and share that information with other Users. You are solely responsible for any User Content that you post, share, upload, link to or otherwise make available via the Service.
- b. You agree that we are only acting as a passive conduit for your online sharing and distribution of your User Content. The Company, however, reserves the right to remove any User Content from the Service at its sole discretion.
- c. We grant you permission to use and access the Service, subject to the following express conditions surrounding User Content. You agree that failure to adhere to any of these conditions constitutes a material breach of these Terms.
- d. By transmitting and submitting any User Content while using the Service, you agree as follows:
 - i. You are solely responsible for your account and the activity that occurs while signed in to or while using your account;
 - ii. You will not post information that is malicious, libelous, false or inaccurate;
 - iii. You will not post any information that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise, objectionable and offensive;
 - iv. You retain all ownership rights in your User Content but you are required to grant the following rights to the Site and to users of the Service as set forth more fully under the "License Grant" and "Intellectual Property" provisions below: When you upload or post User Content to the Site or the Service, you grant to the Site a worldwide, non-exclusive, royalty-free,

transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform that Content in connection with the provision of the Service; and you grant to each user of the Service, a worldwide, non-exclusive, royalty-free license to access your User Content through the Service, and to use, reproduce, distribute, prepare derivative works of, display and perform such Content to the extent permitted by the Service and under these Terms of Use;

- v. You will not submit content that is copyrighted or subject to third party proprietary rights, including privacy, publicity, trade secret, or others, unless you are the owner of such rights or have the appropriate permission from their rightful owner to specifically submit such content; and
- vi. You hereby agree that we have the right to determine whether your User Content submissions are appropriate and comply with these Terms of Service, remove any and/or all of your submissions, and terminate your account with or without prior notice.
- e. You understand and agree that any liability, loss or damage that occurs as a result of the use of any User Content that you make available or access through your use of the Service is solely your responsibility. The Site is not responsible for any public display or misuse of your User Content.
- f. The Site does not, and cannot, pre-screen or monitor all User Content. However, at our discretion, we, or technology we employ, may monitor and/or record your interactions with the Service or with other Users.

6. ONLINE CONTENT DISCLAIMER

Opinions, advice, statements, offers, or other information or content made available through the Service, but not directly by the Site, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. We do not guarantee the accuracy, completeness, or usefulness of any information on the Site or the Service nor do we adopt nor endorse, nor are we responsible for, the accuracy or reliability of any opinion, advice, or statement made by other parties. We take no responsibility and assume no liability for any User Content that you or any other user or third party posts or sends via the Service. Under no

circumstances will we be responsible for any loss or damage resulting from anyone's reliance on information or other content posted on the Service, or transmitted to users. Though we strive to enforce these Terms of Use, you may be exposed to User Content that is inaccurate or objectionable when you use or access the Site or the Service. We reserve the right, but have no obligation, to monitor the materials posted in the public areas of the Site or the Service or to limit or deny a user's access to the Service or take other appropriate action if a user violates these Terms of Use or engages in any activity that violates the rights of any person or entity or which we deem unlawful, offensive, abusive, harmful or malicious. Messages sent between you and other participants that are not readily accessible to the general public will be treated by us as private to the extent required by applicable law. The Company shall have the right to remove any material that in its sole opinion violates, or is alleged to violate, the law or this agreement or which might be offensive, or that might violate the rights, harm, or threaten the safety of users or others. Unauthorized use may result in criminal and/or civil prosecution under Federal, State and local law. If you become aware of a misuse of our Service or violation of these Terms of Use, please contact us via email (ContactUs@cloz.io).

7. LINKS TO OTHER SITES AND/OR MATERIALS

As part of the Service, we may provide you with convenient links to third party website(s) ("Third Party Sites") as well as content or items belonging to or originating from third parties (the "Third Party Applications, Software or Content"). These links are provided as a courtesy to Service subscribers. We have no control over Third Party Sites or Third Party Applications, Software or Content or the promotions, materials, information, goods or services available on these Third Party Sites or Third Party Applications, Software or Content. Such Third Party Sites and Third Party Applications, Software or Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness, and we are not responsible for any Third Party Sites accessed through the Site or any Third Party Applications, Software or Content posted on, available through or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Sites or the Third Party Applications, Software or Content. Inclusion of, linking to, or permitting the use or installation of any Third Party Site or any Third Party Applications, Software or Content does not imply our approval or endorsement. If you decide to leave the Site and access

the Third Party Sites or to use or install any Third Party Applications, Software or Content, you do so at your own risk and you should be aware that our terms and policies, including these Terms of Use, no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any Third Party Site to which you navigate from the Site or relating to any applications you use or install from the Third Party Site.

8. COPYRIGHT COMPLAINTS AND COPYRIGHT AGENT

- a. **Termination of Repeat Infringer Accounts.** We respect the intellectual property rights of others and requires that the users do the same. Pursuant to 17 U.S.C. 512(i) of the United States Copyright Act, we have adopted and implemented a policy that provides for the termination in appropriate circumstances of users of the Service who are repeat infringers. We may terminate access for participants or users who are found repeatedly to provide or post protected third party content without necessary rights and permissions.
- b. **DMCA Take-Down Notices.** If you are a copyright owner or an agent thereof and believe, in good faith, that any materials provided on the Service infringe upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (see 17 U.S.C 512) (“DMCA”) by sending the following information in writing to our designated copyright agent at 1630 North Main Street #308, Walnut Creek, CA 94596, including:
 - i. The date of your notification;
 - ii. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
 - iii. A description of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
 - iv. A description of the material that is claimed to be infringing or to be the subject of infringing activity and information sufficient to enable us to locate such work;
 - v. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and/or email address;

- vi. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
 - vii. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- c. **Counter-Notices.** If you believe that your User Content that has been removed from the Site is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content in your User Content, you may send a counter-notice containing the following information to our copyright agent using the contact information set forth above:
- i. Your physical or electronic signature;
 - ii. A description of the content that has been removed and the location at which the content appeared before it was removed;
 - iii. A statement that you have a good faith belief that the content was removed as a result of mistake or a misidentification of the content; and
 - iv. Your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court in California and a statement that you will accept service of process from the person who provided notification of the alleged infringement.
 - v. If a counter-notice is received by our copyright agent, we may send a copy of the counter-notice to the original complaining party informing such person that it may reinstate the removed content in ten (10) business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may (in our sole discretion) be reinstated on the Site in ten (10) to fourteen (14) business days or more after receipt of the counter-notice.

9. LICENSE GRANT

By posting any User Content via the Service, you expressly grant, and you represent and warrant that you have a right to grant, to the Company a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce,

modify, publish, list information regarding, edit, translate, distribute, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, if applicable, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Service.

10. INTELLECTUAL PROPERTY

You acknowledge and agree that we and our licensors retain ownership of all intellectual property rights of any kind related to the Service, including applicable copyrights, trademarks and other proprietary rights. Other product and company names that are mentioned on the Service may be trademarks of their respective owners. We reserve all rights that are not expressly granted to you under these Terms of Use.

11. EMAIL MAY NOT BE USED TO PROVIDE NOTICE

Communications made through the Service's email and messaging system will not constitute legal notice to the Site, the Service, or any of its officers, employees, agents or representatives in any situation where legal notice is required by contract or any law or regulation.

12. SUSPENSION OF ACCESS

- a. Please report problems and policy violations to us by emailing ContactUs@cloz.io. We reserve the right, but have no obligation, to remove any Content from the Service at any time in our discretion.
- b. In addition, without limiting other remedies, we may, in our sole discretion, limit, suspend, or terminate the Service and Clozio Accounts, prohibit access to the Service or the Content, and take technical and legal steps to keep users from using the Service or the Content, if we think that they are creating problems or possible legal liabilities, infringing the intellectual property rights of third parties, or acting inconsistently with the letter or spirit of our policies (for example, and without limitation, circumventing temporary or permanent suspensions or harassing our employees or other users).

13. USER CONSENT TO RECEIVE COMMUNICATIONS IN ELECTRONIC FORM

For contractual purposes, you: (a) consent to receive communications from us in an electronic form via the email address you have submitted; and (b) agree that all Terms of Use, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect your non-waivable rights. We may also use your email address to send you other messages, including information about the Site or the Service and special offers. You may opt out of such email by changing your account settings, using the “Unsubscribe” link in the message, or by sending an email to ContactUs@cloz.io or mail to the following postal address: Customer Support 1630 North Main Street #308, Walnut Creek, CA 94596. Opting out may prevent you from receiving messages regarding the Site, the Service or special offers.

14. WARRANTY DISCLAIMER

THE SERVICE, IS PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICE INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SECURITY, ACCURACY AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY OR REPRESENTATION THAT ACCESS TO OR OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR DOWNLOADING AND/OR USE OF FILES, INFORMATION, CONTENT OR OTHER MATERIAL OBTAINED FROM THE SERVICE. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF WARRANTY, SO THIS PROVISION MAY NOT APPLY TO YOU.

15. LIMITATION OF DAMAGES; RELEASE

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY, THE SITE, THE SERVICE, ITS AFFILIATES, DIRECTORS, OR EMPLOYEES, OR ITS LICENSORS OR PARTNERS, BE LIABLE TO YOU FOR ANY LOSS OF PROFITS, USE, OR DATA, OR FOR ANY INCIDENTAL, INDIRECT,

SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, HOWEVER ARISING, THAT RESULT FROM: (A) THE USE, DISCLOSURE, OR DISPLAY OF YOUR USER CONTENT; (B) YOUR USE OR INABILITY TO USE THE SERVICE; (C) THE SERVICE GENERALLY OR THE SOFTWARE OR SYSTEMS THAT MAKE THE SERVICE AVAILABLE; OR (D) ANY OTHER INTERACTIONS WITH USE OR WITH ANY OTHER USER OF THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF LIABILITY, SO THIS PROVISION MAY NOT APPLY TO YOU. If you are a California resident using the Service, you may specifically waive California Civil Code §1542, which says: “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.”

16. INDEMNITY

You agree to indemnify and hold the Clozio Parties harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of (A) your use of the Service or the Content; (B) your violation of these Terms of Service; or (C) your violation of any law or your violation or infringement of any rights of another party.

17. GENERAL TERMS

If any part of this Terms of Use agreement is held or found to be invalid or unenforceable, that portion of the agreement will be construed as to be consistent with applicable law while the remaining portions of the agreement will remain in full force and effect. Any failure on our part to enforce any provision of this agreement will not be considered a waiver of our right to enforce such provision. Our rights under this agreement survive any transfer or termination of this agreement.

18. APPLICABLE LAW AND JURISDICTION

The access to and use of the Services shall be governed and construed in accordance with the laws of the State of California. Any dispute that may arise from or in connection to Clozio and the Services users shall be settled in the Courts of Contra Costa County, California.