

Sailbridge Terms of Use

Last Revised: April 27th, 2022

1. Introduction

Welcome to Sailbridge.com. Sailbridge is an affiliate of Flyhomes Mortgage, LLC (which is doing business as Sailbridge) and by using Sailbridge Services You are entering into an agreement with Flyhomes, Inc. and its subsidiaries and/or its affiliates (“**Sailbridge**,” “**We**,” “**Our**,” or “**Us**”). This Agreement applies to anyone who: (a) visits and interacts with Sailbridge.com or other websites that We own or control (“**Website**”); (b) contacts us; and/or (c) enrolls for Services (“**You**,” “**Your**,” or “**Yourself**”). When You access and use Services (individually or on behalf of the entity that You represent), You are agreeing to be bound to the provisions set forth in these Terms of Use and any additional terms referenced herein including Our Privacy Notice (collectively hereinafter, “**Agreement**”). If You do not agree with any terms of this Agreement, You must neither access nor use Services. In agreeing to this Agreement You also represent that You are of the age of majority in Your jurisdiction, and that You have the authority to bind Yourself and/or the entity You represent to this Agreement.

2. Services

Services are primarily designed to assist licensed real estate agents (“**Agent**”) with representing buyers (“**Client**”) and include short term loans, property listings, and additional resources related to the property purchase and the sales process (“**Services**”). Certain Services are controlled by Flyhomes Mortgage, LLC (“**Flyhomes Mortgage**”). We reserve the right to update change or update the subsidiary and/or affiliate (“**Related Company**”) that provides additional Services to You. In any event, We will generally identify the applicable Related Company at the time You click on a link that redirects You to the Website associated with Services offered by the Related Company.

3. Enrolling

Agents need to enroll to learn more about Services that may be available to Clients (“**Enroll**” or “**Enrollment**”). If You Enroll You agree to provide accurate, current, and complete information (“**Enrollment Data**”). If We have reason to believe that Your Enrollment Data is inaccurate, outdated, or incomplete, We may reject Your Enrollment. You agree You will not: (a) Enroll using a false identity, or with information that is not Your own; (b) submit more than one request to Enroll; or (c) attempt to Enroll or use Services if You have been previously removed from Services, or if any previous Enrollment was rejected or terminated by Us. We reserve the right, in Our sole discretion, to accept or reject Your Enrollment, as well as suspend or terminate Your use of Services for any reason.

4. Licenses and Intellectual Property Rights

(a) Services. We hereby grant You a non-exclusive, non-transferable, non-sublicensable, and non-assignable limited license to access and use Services in the manner

in which they are intended to be used and in accordance with the terms of this Agreement. We expressly reserve all rights not expressly set forth herein.

(b) Content. You hereby grant Us a non-exclusive, fully-paid, royalty-free, world-wide, universal, and transferable license to use, display, publicly perform, distribute, store, broadcast, transmit, reproduce, modify, or prepare derivative works of and otherwise use any content and information that You submit in connection with Your use of Services (“**Content**”). You hereby represent and warrant that You own all rights to the Content You share, or alternatively that You have the right to give Us the license described above. You represent and warrant that Your Content does not infringe on the Intellectual Property Rights, privacy rights, publicity rights, or other legal right of a third-party. We are not required to host, display, or distribute any of Your Content and We may refuse to accept or transmit Content, and may remove or delete all or any portion of Content from Our Services at any time.

(c) Feedback. If You provide Us with any feedback or suggestions regarding Services, (“**Feedback**”), You hereby assign all Intellectual Property Rights associated with Feedback to Us and agree that We shall have the right to use such Feedback in any manner We deem appropriate. We will treat any Feedback You provide to Us as non-confidential and non-proprietary to You. We will have no obligation under any circumstances to compensate You for Feedback. You agree that You will not submit any information or ideas that You consider to be confidential or proprietary, or for which You expect to be compensated.

(d) Intellectual Property Rights. “**Intellectual Property Rights**” means any and all right, title and interest, arising or existing at any time relevant hereto, anywhere in the world, including, but not limited to, all patent, patent registration, copyright, trademark, trade name, service mark, service name, trade secret or other proprietary right arising or enforceable under any United States federal or state law, rule or regulation, non-United States law, rule or regulation or international treaty in any technology, system, invention, discovery, know how process, method, information, medium or content, including, but not limited to, text, print, pictures, photographs, video, marks, logos, designs, drawings, artistic and graphical works, music, speech, computer software and documentation, any other works of authorship and any form, method or manner of expression or communication now known or hereinafter becoming known.

(e) Proprietary Rights. All Services, logos, trademarks, button icons, images, text, graphics, trainings, and other materials used in connection with Services, including any Intellectual Property Rights therein (collectively referred to as “**Sailbridge IP**”) are owned and/or controlled by Sailbridge and are accordingly protected under Intellectual Property Right laws. **UNAUTHORIZED USE, COPYING, REPRODUCTION, MODIFICATION, REPUBLISHING, UPLOADING, DOWNLOADING, POSTING, TRANSMITTING, DISTRIBUTING OR DUPLICATING, OR ANY OTHER MISUSE OF SAILBRIDGE IP IS PROHIBITED.**

5. Restrictions

You shall not, directly or indirectly:

- (a) modify, translate, adapt, or otherwise create derivative works of Services or any part thereof;
- (b) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of Services or any part thereof;
- (c) remove, copy, delete, alter, or obscure any trademarks or any copyright used in connection with Services;
- (d) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make Services available to any third-party for any reason;
- (e) use Services in violation of any law, regulation, or rule;
- (f) circumvent, remove, alter, degrade, or thwart any protections in the Services;
- (g) use Services to develop a competing product or service, or in any other purpose that is to Our commercial disadvantage;
- (h) take action that imposes or may impose an unreasonable load on the technical infrastructure used to support Services; or
- (i) interfere with or compromise the integrity of Services.

6. Disclaimer, Release, Exclusions and Limitation of Liability

(a) Disclaimer. SERVICES INCLUDING CONTENT ARE PROVIDED, TO THE FULLEST EXTENT PERMITTED BY LAW, “AS IS,” “AS AVAILABLE,” AND “WITH ALL FAULTS” AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. WE, AND OUR SUPPLIERS AND PARTNERS, DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. NEITHER WE NOR OUR SUPPLIERS OR PARTNERS WARRANT THAT THE FUNCTIONS CONTAINED IN SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, CORRECT, ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR OTHERWISE.

(b) Release. To the fullest extent permitted by applicable law, You hereby release and forever discharge Us (and Our officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, emotional distress, identity theft, death, and property loss and damage), that has arisen or arises directly or indirectly out of, or relates directly or indirectly to Our Services and this Agreement. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT

THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

(c) Exclusions and Limitation of Liability. YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE WILL WE OR OUR AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS OR SUPPLIERS) BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, RELIANCE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES RELATED TO OR RESULTING FROM: (A) YOUR USE OF SERVICES; (B) YOUR USE OR INABILITY TO USE SERVICES; (C) ANY OTHER INTERACTIONS WITH THIRD-PARTY WEBSITES OR ANY OTHER USERS OF SERVICES, EVEN IF WE OR AN AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT AND, TO THE EXTENT PERMITTED BY LAW, WILL APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IN NO EVENT SHALL WE (OR OUR AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, SUPPLIERS, OR THIRD-PARTY PARTNERS OR SUPPLIERS) TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR USE OF SERVICES (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR OTHERWISE) EXCEED THE AMOUNT OF FEES PAID FOR SERVICES (IF ANY). THIS SECTION 6 WILL SURVIVE THIS AGREEMENT AND YOUR USE OF SERVICES.

7. Indemnification

(a) Your Indemnity. You agree to defend and indemnify Sailbridge from and against any third-party claims, including reasonable attorneys’ fees, court costs, settlements, fines, and disbursements, from or relating to: (i) Your Enrollment; (ii) Your use of and access to the Services in violation of this Agreement; (iii) Your breach of this Agreement; (iv) Your violation of any law, rule, or regulation, or the rights of any third-party; (v) claims related to Your Content; and (vi) Your interactions with Agents and/or Clients (“**Claim**”). You will cooperate as fully required by Us, in the defense of any Claim. Notwithstanding the foregoing, We retain the exclusive right to settle, compromise, and resolve any Claim. We reserve the right to assume the exclusive defense and control of any Claim. You will not settle any Claim without Our prior written consent. This Section 7 will survive this Agreement and Your use of Services.

8. Choice of Law, Dispute Resolution, Class Action Waiver

(a) Choice of Law. The Agreement shall be governed by and construed in accordance with the laws of the State of Washington and You agree to the exclusive jurisdictions of the State of Washington. To the extent applicable law permits the provisions set forth in this Agreement shall prevail in the event of conflict with any other law.

(b) Dispute Resolution. Any dispute or controversy arising out of, relating to, or concerning any interpretation, construction, performance, or breach of this Agreement, will be settled by arbitration to be held in Seattle, Washington, in accordance with the JAMS Comprehensive Arbitration Rules and Procedures. The arbitrator may grant injunctions or other relief in the dispute or controversy. The decision of the arbitrator will be final, conclusive, and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. The prevailing party shall be entitled to recover from the non-prevailing party the prevailing party's actual attorneys' fees and costs incurred in connection with arbitration and enforcement of the judgment. No dispute may be brought by either party eighteen (18) months after the occurrence of the event giving rise to any such claims. Notwithstanding the foregoing, We may seek injunctive or other equitable relief to protect its Intellectual Property Rights in any court of competent jurisdiction.

(c) Judicial Forum for Legal Disputes. In the event that the agreement to arbitrate above is found not to apply to You or to a particular claim or dispute, You agree (except as otherwise provided by law) that any claim or dispute that has arisen or may arise between You and Us must be resolved exclusively by applicable court located in Seattle, Washington. You agree to submit to the exclusive personal jurisdiction of the courts located within Seattle, Washington for the purpose of litigating all such claims or disputes.

(d) **CLASS ACTION WAIVER. YOU AGREE THAT ANY PROCEEDING TO RESOLVE ANY DISPUTE, WHETHER IN ARBITRATION, OR OTHERWISE WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS, AND THAT NEITHER YOU NOR SAILBRIDGE, WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION.**

(e) **JURY WAIVER. AS PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING UNDER, IN CONNECTION WITH, TOUCHING UPON OR RELATING TO THESE TERMS, THE BREACH THEREOF AND/OR THE SCOPE OF THE PROVISIONS OF THIS SECTION 8, WHETHER SOUNDING IN CONTRACT OR TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.**

9. Miscellaneous

(a) Severability. If any provision of this Agreement is declared or found to be illegal, unenforceable, or invalid, then, to the full extent permitted by law, (i) the provision found to be illegal, unenforceable, or void shall be deemed amended and the court having jurisdiction shall be requested to reform such provision to the extent necessary to make it legal and enforceable while preserving the intents of the parties reflected therein; and (ii) such illegality, unenforceability, or invalidity will not affect or impair the remaining provisions, which shall continue in full force and effect.

(b) Amendments; No Waiver. Any term of the Agreement may be amended, and the observance of any term may be waived, but only by the written consent of the parties. The failure of a party at any time or times to require performance of any provision hereof shall in no manner

affect its right at a later time to enforce the same, unless the same is waived in writing. The rights and remedies of the parties hereunder shall not be mutually exclusive, and the exercise of one or more of the provisions hereof shall not preclude the exercise of any other provisions hereof.

(c) No Assignment. You may neither assign this Agreement nor any rights or obligations of hereinunder, in whole or in part, whether voluntary, by operation of contract, law or otherwise, without Our prior written consent. Any attempted assignment or transfer in violation of the foregoing will be null and void. We may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without Your consent. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

(d) Customer Service. You can contact Us via email at hello@sailbridge.com or by calling 1-855-724-5274. You may also reach Us via postal mail at the following address: Sailbridge, 1201 Western Ave, Suite 100, Seattle, WA 98101.

(e) Term and Termination. This Agreement shall remain in effect unless and until terminated as set forth herein (“**Term**”). You may terminate this Agreement by ceasing to use Services. We may immediately terminate this Agreement and Your use of Services for convenience at any time and for any reason by providing notice.

(f) Electronic Communications. You agree that We will provide notices and messages to You via email and/or other contact information that You provided. You are responsible for providing Us with Your most current email address. If You have provided an invalid email, or such address is not capable of receiving notices, such email notification will nonetheless constitute effective notice.

(g) Modifications. We may change the terms of this Agreement and/or Services at any time in our sole discretion. When changes are made, a new version of the Agreement will be posted on the Website. We will also update the “**Last Revised**” date at the top of the Agreement. If We make any material changes, We may also notify You via the email associated with Your Enrollment. Changes will be effective immediately. If You do not agree to any change(s) You agree to stop using Services. Your continued use of the Services constitutes Your acceptance of such change(s). **YOU AGREE TO REGULARLY CHECK THE SERVICES TO VIEW THE THEN-CURRENT TERMS OF YOUR AGREEMENT WITH US.**

(h) Third-Party Websites. Services may include links to other websites (“**Third-Party Websites**”). We neither endorse nor make any express or implied warranties with regard to the information, material, products or services that are contained on or accessible through Third-Party Websites. Access and use of Third-Party Websites, including information, material, products and services available through Third-Party Websites is solely at Your own risk and We encourage You to carefully review the terms of use and privacy notice posted on Third-Party Websites.