

## TERMS AND CONDITIONS OF **USE**

These Terms and Conditions of Use ("Agreement") is a legal agreement between you and ReCompanion.ai, Inc. (the "Company"), the owner and developer of the smart phone application "RECompanion" (the "App"). By registering or using any service provided on the App, you become a client ("Client") and you agree to be bound by all of the terms (the "Terms") set forth in this Agreement as long as you remain a Client. IF YOU DO NOT AGREE TO THE TERMS, PLEASE DO NOT REGISTER FOR ANY RECOMPANION SERVICE. The Terms are subject to change at any time, effective upon notice to you.

BY CLICKING THE "I AGREE" BUTTON BELOW, YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS. THE MOST CURRENT VERSION OF THE TERMS, WHICH SUPERSEDES ALL PREVIOUS VERSIONS, CAN BE REVIEWED BY GOING TO RECOMPANION.AI/TERMSOFUSE. THE COMPANY RESERVES THE RIGHT TO CHANGE THE TERMS AT ANY TIME AND WITHOUT NOTICE TO YOU.

RECompanion is a mobile application that utilizes artificial intelligence to assist the user send emails, schedule meetings with buyers, search and scan real estate listings and comparable analysis, conduct lead follow-up, and manage client relationships.

1. **Registration.** You shall provide complete and accurate information to register for an account to use our App. You may not share your account credentials or make your account available to anyone else and are responsible for all activities that occur on your account. If you create an account or use the App on behalf of another person or entity, you must have the authority to accept these Terms on their behalf.
2. **Use.** Subject to your compliance with these Terms, you may access and use the services provided on the App. You agree that you will, at all times, comply with the Terms, all applicable laws or regulations, or any other rules or guidelines provided to you on the App.
3. **Restricted Use.** You may not, without the Company's explicit written permission, use the App:
  - (a) for any illegal, abusive, or harmful activities;
  - (b) in any way that may bring harm to the App or the Company;
  - (c) in a way that infringes on any third party's rights;
  - (d) to modify, copy, or distribute our App;
  - (e) to reverse engineer, decompile, or discover the source code or underlying code;
  - (f) automatically or programmatically extract data;
  - (g) interfere with the App or its functions; or
  - (h) compete with the App or the Company.
4. **Limitations of Liability and Indemnification.** By using any services provided by the App, you agree that in no event will the App, Company, its and their officers, employees, agents, affiliates, licensees and web hosting services be liable for any direct or indirect, incidental, special or consequential damages as a result of your accessing the website and using any of the services available. Your sole remedy for any breach or default of this Agreement by the App or Company shall be a return of any fees paid to the App or Company for any services provided under this Agreement. You indemnify and agree to defend and hold harmless the App, Company, its and their officers, employees, agents, affiliates, licensees and

**Commented [AG1]:** "I have read the agreement below and agree to its terms"

You are going to want to require the users to click to accept the terms of use. Having a button or check box for them to click is essential because it requires an affirmative action and shows their acceptance of the agreement.

web hosting services and third parties for any losses, costs, liabilities and expenses (including but not limited to court costs, legal fees, awards or settlements) relating to or arising out of your use of the App, including any breach by you of the Terms contained in this Agreement. You represent and warrant that any use of information provided by the App is at your sole risk and you will not rely on the information as a sole source of truth or factual information, or as a substitute for professional advice.

5. **Third Party Services.** Our App may include materials from third party services such as GCP, Vertex Ai, Fast API, and Google Firebase, which may be subject to their own terms which the Company is not responsible for.
6. **Do Not Rely on the App.** Opinions, advice, or statements should not necessarily be relied upon and are not to be construed as professional advice from the App or Company. The App and Company do not guarantee the accuracy or completeness of any of the information provided and are not responsible for any loss resulting from your reliance on such information.
7. **Right to Monitor.** The App and Company reserve the right, but are not obligated, to monitor materials posted in any public area and shall have the right to remove any information deemed offensive by our staff. Notwithstanding the foregoing, you remain solely responsible for your use of any information contained on the site.
8. **Termination.** You may stop using the App at any time and the Company reserves the right to suspend or terminate your access to the App at any time for any reason.
9. **Confidentiality.** It is agreed that all personal information given to the App or Company, will be kept confidential by the App and Company.
10. **Ownership, Copyrights, Trademarks, Licenses.** The App and Company own and retain all proprietary rights to the App service, its trademarks and copyrights. Except for any information that is in the public domain, you are not authorized to reproduce, transmit or distribute the proprietary information of the App and Company. By posting information to the App and Company you represent that you have the right to grant permission for use by the App and Company. You may input information to the App which the Company may use to provide, maintain, develop, and improve the App. Specifically, this App utilizes artificial intelligence technology which is constantly being developed. You agree that any information you input into the App may be used for training purposes for the artificial intelligence.
11. **Copyright Complaints.** If you believe that your intellectual property rights have been infringed, please send notice to the email address: [copyright@recompanion.ai](mailto:copyright@recompanion.ai). In your claim, you must provide the following information:
  - (a) A physical or electronic signature of the person that owns the copyright or a person authorized to act on behalf of the owner.
  - (b) Identification of the work or works that you are claiming infringement upon and a list of all the works.
  - (c) The location and identification of the material that you want removed.

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- (d) The address, telephone number, and email address where you can be contacted.
- (e) A statement that says that you have a good faith belief that use of the material in the way it is being used has not been authorized by the copyright owner, its agent, or the law.
- (f) A statement that the information in your notice is correct and that you are either the owner of the copyright or that you are authorized to act on behalf of the owner of an exclusibve right that is allegedly infringed.

**12. No Warranties.** The App and Company provide the App services on an "as is" basis and do not make any warranty, express, implied, limited or other with respect to the services provided. Specifically, the App and Company do not warrant that the service will always be available, be uninterrupted, be error free, meet your requirements, or that any defects in the services will be corrected.

**13. Jurisdiction.** This Agreement or any dispute arising from this Agreement is governed by the laws of Tennessee, without regard to provisions of conflicts of law. Any lawsuit arising from or related to this Agreement shall be brought exclusively in Davidson County, TN, and you hereby consent to the jurisdiction of any such court.

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**14. Severability.** If any provision is found to be invalid, the remaining provisions will be in full force and effect.

**15. Certification.** You certify that you are at least 18 years of age and that your answers to the registration materials on the App will be truthful. Your name, address and e-mail address are kept confidential, except where provided above.

**16. Entire Agreement.** This Agreement constitutes your entire agreement with the App and Company with respect to any services.

**17. Waiver.** The failure of the App or Company to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Any waiver of this Agreement by the App or Company must be in writing and signed by an authorized representative of the Company.

You further understand and agree that clicking or pressing on the "I agree" is the electronic equivalent of a written signature on this document.