

# **DOCUMENT PROTECTION NOTICE**

Confidential and Proprietary of Home Connect®

This document and the information contained herein are the confidential and proprietary property of Home Connect® and are provided solely for your personal review in connection with your purchase or consideration of Home Connect® services. By downloading, accessing, or reviewing this document, you acknowledge and agree to the following:

## **I. Non-Disclosure and Confidentiality**

This document is provided to you in confidence and may contain confidential, proprietary, or trade secret information belonging to Home Connect®.

You may not disclose, share, or distribute this document, in whole or in part to any third party without the express prior written consent of Home Connect®.

## **II. No Copying or Reproduction**

This document may not be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any form or by any means, electronic or mechanical, including photocopying, recording, or any information storage and retrieval system, without the prior written permission of Home Connect®.

Printing of this document is permitted only for your own direct use in connection with your relationship or transaction with Home Connect®.

## **III. No Commercial Use or Derivatives**

You may not use this document or its contents to develop, market, or sell any product or service, or for any purpose other than as expressly authorized by Home Connect®.

Any unauthorized use, dissemination, or exploitation of this document or its contents is strictly prohibited and may result in legal action.

## **IV. Return or Destruction**

If you are not the intended recipient of this document, or if you do not agree to these restrictions, you must promptly return or destroy all copies of this document in your possession.

## **V. Monitoring and Enforcement**

Home Connect® reserves the right to monitor compliance with these terms and to take appropriate action in the event of any breach, including seeking injunctive relief and damages.

# HOME CONNECT® SERVICE AGREEMENT

Published: January 1, 2025

Effective: February 1, 2025

## Introduction to the Home Connect Service Agreement

The Home Connect Service Agreement is an agreement between you and Home Connect that governs your use of our platform and service.

This Agreement outlines your rights and responsibilities when using Home Connect. Please read it carefully, paying special attention to the payment terms, non-refund policy, and limits on liability.

We understand that you may have questions about the Home Connect Service Agreement. If you need more information on its terms and how it applies to your use of Home Connect, please contact us. We encourage you to do so before signing your proposal or making your payment.

Whenever we make changes, we provide a summary of the most notable changes to the current Home Connect Service Agreement. We will also continue to provide a summary of the changes to the previous version and a link to the previous version, of the Home Connect Service Agreement on the Summary of Changes (<https://www.homeconnectapp.com/legal/serviceagreement/updates>) page.

## Summary of Arbitration Provisions

The Home Connect Service Agreement contains binding arbitration and class action waiver terms that apply to U.S. residents. You and we agree to submit disputes to a neutral arbitrator and not to sue in court in front of a judge or jury, except in small claims court. Please see Section 8 for details.

By signing the Proposal or submitting payment, you agree to these terms. If you do not agree, do not sign the Proposal or submit payment, and do not use the Home Connect platform.

ESTIMATED READING TIME: 38 Minutes; 7,764 words

# Home Connect Service Agreement

IF YOU LIVE IN (OR YOUR PRINCIPAL PLACE OF BUSINESS IS IN) THE UNITED STATES, PLEASE READ THE BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER IN SECTION 8. IT AFFECTS HOW DISPUTES ARE RESOLVED.

These terms ("Terms") cover your use of the Home Connect platform and service as outlined in the Home Connect Service Agreement. You accept these Terms by signing your Proposal, submitting your payment, or continuing to use the service after being notified of a change to these Terms.

## HOME CONNECT® SERVICE AGREEMENT

FOR HOME CONNECT SERVICES OFFERED IN THE UNITED STATES

HOME CONNECT WEBSITE, AND HOME CONNECT PLATFORM

These service terms form an agreement between you and Home Connect®. Please read them carefully. They apply to any ("Proposal") you sign that references this Home Connect Service Agreement (the "Agreement").

Agreement. This Agreement is a legal contract between Home Connect Platform, Inc. ("Home Connect," "we," "us," or "our") and you (the individual or entity identified as the "Client" in the referenced Proposal). This Agreement governs the services we provide through the Home Connect platform. All payment terms, including billing cycles, invoicing, renewal terms, refund policies, and other financial obligations are outlined here. This Agreement does not establish any fixed pricing or specific contract term length. In the event of any conflict between this Agreement and the Proposal, the Proposal will control on matters of payment amount and contract duration, and this Agreement will control on all other terms.

Proposal Your Proposal is a separate electronic document that outlines and governs Your Payment ("Budget") and Contract Length ("Campaign Duration") for Home Connect services. The Proposal references these Terms and is part of this Agreement. By signing your Proposal, you expressly acknowledge and agree that the Terms of this Agreement govern your use of the Home Connect services.

Budget. Your budget is the amount of money you're willing to spend on your ads over a 30-day period. It helps Home Connect determine how often to show your ad to your target audience.

**Campaign Duration.** The Campaign Duration refers to the length of time your ad campaign will run, which is defined in months in your Proposal. For each month, your ads will run continuously over a 30-day period, beginning on your chosen start date. Your Proposal specifies how many months the campaign will last and the budget allocated for each month. The ads will reach your target audience throughout that 30-day period each month.

If you are a new client, a 15-day onboarding period will be added before your Campaign Duration begins. Onboarding begins immediately upon receipt of your payment. Your Campaign Duration will commence once the onboarding process is fully completed.

BY SIGNING YOUR PROPOSAL OR SUBMITTING YOUR PAYMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE, DO NOT SIGN YOUR PROPOSAL OR SUBMIT YOUR PAYMENT, AND YOU MAY NOT ACCESS OR USE THE HOME CONNECT PLATFORM.

**Non-Refundable.** Your payments, including renewals, are non-refundable unless explicitly stated otherwise.

**ELECTRONIC WAIVER.** YOU WAIVE ANY RIGHT TO DISPUTE THIS AGREEMENT BASED ON ITS ELECTRONIC FORM.

If you comply with these service terms, you have the rights below.

## **1. SCOPE OF THE "HOME CONNECT" SERVICES.**

Home Connect provides a standardized platform for advertisers, with results and benefits directly influenced by the budget set in your Proposal. A higher budget increases reach and engagement within the platform. This Agreement outlines the services you will receive based on your agreed-upon payment and term.

**1.1. Qualified Homeowners.** Qualified Homeowners are the homeowners you're targeting. These are individuals that match your ideal customer profile based on factors like property, demographics, and homeownership stage. Your reach is determined by your budget.

**1.2. Campaign Messaging.** Campaign Messaging is a personalized way to connect you with qualified homeowners. The duration of your campaign is defined in your proposal.

**1.3. Custom Messaging.** Custom Messaging is all about delivering messages that match your brand and goals. These messages are crafted to drive the results you want, using your preferred language, offers, and timelines to boost engagement and conversions. You'll provide the details, and we'll create the messaging for your approval before it goes live.

1.4. Personalized Responses. Personalized Responses are tailored messages that reflect your brand's unique voice, designed to build trust and drive conversions. You'll share your brand preferences, including key strategies and guidelines, and we'll craft the responses for your approval before they go out.

1.5. Appointment Scheduling. Appointment Scheduling makes it easy for engaged homeowners to book appointments through a simple scheduling link. If you'd like, we can integrate this with your existing calendar system. Alternatively, you can use your own calendar, though this will mean you won't have access to performance analytics, voiding Section 1.6.

1.6. Performance Analytics. Performance Analytics gives you valuable insights into your campaign's reach, efficiency, and conversion metrics, helping you optimize results. Access is available upon request.

1.7. Opportunity Sharing. Opportunity Sharing gives you access to unconverted opportunities after a campaign, allowing you to follow up and retarget for better re-engagement and conversions. If requested, we'll provide a .CSV file with these opportunities within 10 business days after the campaign ends.

1.8. Dedicated Email Support. Dedicated Email Support gives you direct access to a priority email channel for personalized assistance whenever you need it.

1.9. Priority Market Access. Priority Market Access gives you first entry into new markets with exclusive protections that keep competitors out, ensuring limited access for only a select few non-competing businesses.

1.10. Booked Appointments. Booked Appointments are confirmed meetings with engaged Qualified Homeowners. You'll have access to these appointments as outlined in Section 1.5.

1.11. Scalable Solutions. Scalable Solutions grow with you, expanding seamlessly as your needs evolve to ensure continued support and efficiency.

## 2. AGREEMENT ACTIVATION, RENEWAL & TERMINATION TERMS:

2.1. Activation. Activation occurs when this Agreement becomes legally effective and binding on both Home Connect and you, the Client. This happens only upon Home Connect's confirmed receipt of your payment, as specified in your Proposal and documented in our internal records. Until payment is received and confirmed, no obligations or benefits under this Agreement apply to either party. Upon Activation, the initial term of this Agreement will align with the Campaign Duration outlined in your Proposal, starting from the date and time of Home Connect's confirmed receipt of payment, based on Eastern Time (ET).



2.2. Term and Renewal. This Agreement begins on the date of your first payment and continues for the Campaign Duration outlined in your Proposal. After the initial term, your Agreement will automatically renew for successive renewal periods under the same terms, unless otherwise specified in your Proposal. Each renewal term is binding for its full duration and cannot be canceled mid-term. Any attempt to discontinue services before the end of a renewal period does not entitle you to a refund or prorated adjustment. Home Connect will automatically charge you for each renewal term, following the pricing and payment terms specified in your Proposal, unless we notify you otherwise. If pricing changes before your next renewal, we will provide written notice, giving you the option to renew under the new terms. If you have maintained continuous services with Home Connect for two (2) years, you may request a pricing review. We will assess market rates at that time, but any adjustments remain at Home Connect's sole discretion.

2.3. Cancellation. If you wish to cancel this Agreement, you must provide written notice at least 30 days before the end of your current term. Upon cancellation, you will lose all benefits associated with Home Connect services and will not be entitled to a refund. Failure to provide written notice will result in automatic renewal and the associated charges as outlined in your Proposal.

2.4. Non-Renewal by Home Connect. Home Connect reserves the right to decline renewal of this Agreement at any time, without cause. If this occurs, your access to Home Connect services will end at the conclusion of your current term. No refunds will be issued for any payments made to Home Connect.

2.5. Termination by Home Connect. Home Connect reserves the right to terminate this contract at any time during the active term, for any reason and at its sole discretion. If the termination is not due to a breach of any provision in this contract (including but not limited to the provisions regarding non-competition, non-solicitation, non-disparagement, etc.), a violation of Home Connect's terms of use, or any "illegal activity" (including, but not limited to, scams, fraudulent activities, or non-compliance with FCC, FTC, GDPR, CCPA, COPPA, HIPAA etc.) by you through the use of the Home Connect technology or your Home Connect access, all of your privileges granted under this Agreement will be immediately revoked, and Home Connect will refund your last twenty-eight (28) day payment. This termination will take effect seventy-two (72) hours after written notice from Home Connect. In the event of this "At-Will Termination by Home Connect," the only benefit for you that will survive the termination of this agreement is the right to retain any leads or customers obtained through the service prior to termination. You will continue to benefit from any customers acquired during the term but will not be able to generate or receive new leads or customers immediately upon termination. No further benefits, access, or rights will be provided to you following termination for cause, including but not limited to access to any leads, materials, or proprietary tools.

2.6. Termination for Cause by Home Connect. If Home Connect terminates the contract during the active term due to a breach of any provision in this contract (including but not limited to the provisions regarding non-competition, non-solicitation, non-disparagement, etc.), a violation of Home Connect's terms of use, or any "illegal activity" (including, but not limited to, scams, fraudulent activities, or

non-compliance with regulations as set forth by or required by regulatory bodies or acts such as FCC, FTC, GDPR, TCPA, CCPA, COPPA, HIPAA, etc.) by you through the use of the Home Connect technology or your Home Connect access, all of your privileges granted under this Agreement will be immediately revoked, and no refund will be provided for any money you have spent with Home Connect. This termination will take effect immediately upon written notice from Home Connect. To avoid confusion, in the event of this “Termination for Cause by Home Connect”, along with all other benefits, all referral commissions will cease to be paid out to you.

2.7. No Refunds. Home Connect does not offer refunds under any circumstances. Upon signing and completing your Proposal, Home Connect will begin reserving and coordinating your Market Access. At this point, you expressly agree that the payment amount outlined in your Proposal has been fully earned. All payments made under this Agreement are final, non-refundable, and not contingent upon any specific service outcome or result. Once payment is processed, Market Access rights are exclusively reserved for you and cannot be canceled, transferred, or reassigned. This payment covers fixed, non-recoverable costs such as onboarding, configuration, and service setup. No refunds; partial or full; will be issued, regardless of dissatisfaction, changes in circumstances, or any other reason. By signing your Proposal and submitting payment, you acknowledge and agree to this policy and waive any right to dispute the charges. Market Access is considered delivered once the Agreement is executed. Any timelines for Market Access confirmation or onboarding are estimates, and Home Connect is not liable for delays caused by unforeseen circumstances or high demand.

2.8. Chargeback Waiver and Chargeback Dispute Resolution. You irrevocably waive any right to dispute, request a chargeback, or otherwise reverse any payment made under this Agreement. Any attempt to initiate a chargeback will be considered a material breach of this Agreement. In such cases, Home Connect is entitled to recover the full disputed amount, along with any chargeback fees, legal fees, collection costs, and damages incurred as a result. A chargeback attempt will lead to the immediate termination of all services, forfeiture of all benefits, and the pursuit of any additional legal remedies as necessary. This waiver applies to all dispute and chargeback mechanisms available through your financial institution or credit card provider. You agree to resolve any payment disputes exclusively through the arbitration process outlined in Section 8 of this Agreement, rather than through your financial institution or credit card company. This waiver will be enforced to the fullest extent allowed by applicable state and federal law. Furthermore, you agree to bear any costs related to reinstating or continuing services disrupted by a chargeback or dispute. Home Connect reserves the right to terminate the Agreement immediately and pursue any additional remedies under the law, without prior notice.

2.9. Breach of Agreement and Post-Termination Obligations. In the event of a breach, you must immediately cease all representations of affiliation with Home Connect. You agree not to claim any association with Home Connect or use any of its trademarks, service marks, trade names, or logos. You must also discontinue any future business activities related to Home Connect and promptly return or destroy all confidential information, materials, and property belonging to Home Connect, as directed by us. These obligations will continue even after the termination or expiration of this Agreement and will remain binding on you and your successors.

2.10. Survival of Provisions After Termination. Notwithstanding any termination of this Agreement, the following provisions & obligations shall survive and remain in full force and effect:

2.10.a. Your payment obligations for fees accrued prior to termination under Section 1 shall survive until such obligations are fully satisfied;

2.10.b. Chargeback waiver under Section 2.8 shall survive indefinitely, ensuring Home Connect retains the right to pursue recovery of any disputed amounts and associated costs even after termination of this Agreement;

2.10.c. Confidentiality obligations under Section 3 shall survive indefinitely;

2.10.d. Home Connect's limitation of liability under Section 5 shall survive indefinitely;

2.10.e. Mutual indemnity obligations under Section 6 shall survive indefinitely;

2.10.f. Dispute resolution and class action waiver clause under Section 8 shall survive indefinitely;

2.10.g. Non-disparagement obligations under Section 12 shall survive for a period of two (2) years following the termination or expiration of this Agreement;

2.10.h. Non-compete obligations under Section 13 shall survive for a period of two (2) years following the termination or expiration of this Agreement;

2.10.i. Non-solicitation obligations under Section 14 shall survive for a period of two (2) years following the termination or expiration of this Agreement; and

2.10.j. Intellectual property rights under Section 15 shall remain with Home Connect indefinitely.

2.10.k. In addition to the specific provisions listed above, any other provisions of this Agreement which by their nature should reasonably survive termination or expiration of this Agreement shall so survive.

2.11. Compliance with Laws and Prohibition of Illegal Activity. You acknowledge that you must remain compliant with all applicable laws, regulations, and Home Connect's usage policies throughout the duration of this Agreement. You agree not to engage in any illegal activity using Home Connect's technology, services, or any benefits provided under this Agreement. Failure to comply with this requirement may result in the immediate termination of the contract without a refund.

2.12. Acknowledgment of Home Connect's Terms of Use. You acknowledge that you have read, understand, and are aware of Home Connect's Terms of Use. You agree to stay up to date on any



changes to these terms, which can be found at the following link:  
<https://homeconnectapp.com/terms-of-use>

### **3. CONFIDENTIALITY AND PROPRIETARY INFORMATION:**

3.1. Confidential Information. The term “Confidential Information” shall mean any and all proprietary, confidential, or sensitive information of Home Connect, whether disclosed orally, in writing, or by other means, including but not limited to: (i) product roadmap, business strategies, pricing schema, and AI configurations of Home Connect; (ii) the structure and terms of this Agreement; (iii) any non-public financial, technical, or business information of Home Connect, including homeowner data sources and case study results; (iv) any trade secrets, know-how, or other intellectual property of Home Connect; and (v) any other information that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure. Such Confidential Information is not readily available to the public, and you acknowledge that the Confidential Information holds inherent economic value derived in part from its unavailability to the public.

3.2. Confidentiality Obligations. Under this Agreement, you agree to treat such Confidential Information as confidential unless expressly indicated otherwise by Home Connect. You are obligated to maintain strict confidentiality and may utilize this knowledge exclusively for the purpose permitted by Home Connect. If you have any questions regarding those permitted uses, you are obligated to inquire with Home Connect. The reproduction, distribution, or disclosure of any part or the whole of the Confidential Information to any third party without the prior written consent of Home Connect, is strictly prohibited. You remain responsible for any disclosure of Confidential Information by its employees, agents, contractors, or other third parties within its control, whether such disclosure is intentional or unintentional.

3.3. Confidentiality Protection and Survival. You also agree to take all necessary measures to protect the confidentiality of the Confidential Information. The obligations of confidentiality shall survive the termination or expiration of this Agreement indefinitely and shall continue to apply to any Confidential Information that constitutes a trade secret under applicable law for as long as such information retains its status as a trade secret.

### **4. DISCLAIMER OF WARRANTY.**

NO WARRANTY OF ANY KIND IS MADE BY HOME CONNECT REGARDING ANY INFORMATION, SERVICES, OR PRODUCTS PROVIDED IN CONNECTION WITH HOME CONNECT, OR RESULTS FROM USE OF SAME. HOME CONNECT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES AS TO THE ACCURACY, COMPLETENESS, OR CONTENT OF INFORMATION, PRODUCTS, OR SERVICES AND ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT

TO THE EXTENT THE EXCLUSION OF IMPLIED WARRANTIES IS NOT PERMITTED BY LAW. Home Connect services are provided "as is," "with all faults," and "as available." You assume all risks regarding their quality, performance, and effectiveness. If the services do not meet your expectations or require adjustments, you are solely responsible for any associated costs. HOME CONNECT MAKES NO EXPRESS WARRANTIES, GUARANTEES, OR CONDITIONS REGARDING THE PERFORMANCE OR OUTCOMES OF ITS SERVICES. You may have additional consumer rights under local laws that this Agreement cannot modify. To the extent permitted by law, HOME CONNECT DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OR NON-INFRINGEMENT. If your local laws impose any warranty despite this disclaimer its duration is limited to 90 days from the date of your initial access to Home Connect services.

## **5. LIMITATION OF LIABILITY AND DAMAGES.**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL HOME CONNECT, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR USE OF HOME CONNECT'S PRODUCTS OR SERVICES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, LOSS OF REVENUE, LOSS OF BUSINESS OPPORTUNITY, OR ANY OTHER ECONOMIC ADVANTAGE, EVEN IF HOME CONNECT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL HOME CONNECT'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION EXCEED THE AMOUNT OF THE MOST RECENT FEE PAID BY YOU TO HOME CONNECT UNDER THIS AGREEMENT, WHETHER A PAYMENT AMOUNT OR CONTRACT DURATION AS SPECIFIED IN YOUR PROPOSAL. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND EVEN IF HOME CONNECT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

### **5.1. SERVICE-SPECIFIC LIABILITY PROTECTIONS.**

The following service-specific provisions clarify and reinforce the general limitations of liability outlined in Section 5 as they apply to individual services provided by Home Connect. These provisions constitute a fundamental condition of this Agreement, acknowledged by you as an intentional allocation of risk. All terms in this section are supplementary to, and do not alter, expand, or replace, the limitations on liability and damages established in Section 5. These provisions do not create additional obligations beyond those expressly stated in this Agreement:

5.1.a. Limitation of Liability for Qualified Homeowners. Home Connect shall not be liable for any inaccuracies in the identification or targeting of "Qualified Homeowners" that may result from

incomplete or incorrect criteria provided by you. All Qualified Homeowners data is provided on an "as-is" basis, with no representation, warranty, or guarantee regarding conversion, responsiveness, or economic benefit. You acknowledge full responsibility for evaluating and engaging with any Qualified Homeowners independently. Home Connect disclaims any liability for the future actions, interests, or responses of these individuals. All limitations in Section 5 remain fully applicable to this provision.

5.1.b. Limitation of Liability for Campaign Schedule. Home Connect is not responsible for any delays or interruptions in the Campaign Messaging schedule caused by delays in your authorization or changes made after the campaign has started. Our responsibility is limited to the initial setup and launch, and we are not obligated to make ongoing adjustments unless agreed to in writing. Ensuring compliance with all local, state, and federal laws regarding content and outreach is your sole responsibility. Home Connect disclaims any liability beyond providing general guidance on compliance. All limitations in Section 5 still apply.

5.1.c. Limitation of Liability for Custom Messaging. Home Connect is not responsible for any perceived ineffectiveness or unintended outcomes from Custom Messaging. All messaging is created based on your specifications and must be approved by you. You, as the Client, hold final responsibility for content approval. Home Connect's responsibility is limited to creating the messaging as per your approved specifications, and we do not guarantee performance related to engagement or conversion. All other limitations in Section 5 still apply.

5.1.d. Limitation of Liability for Personalized Responses. Home Connect is not liable for any outcomes resulting from Personalized Responses created based on your guidance. Any misalignment with your brand or negative reactions from recipients are beyond Home Connect's control, as responses are crafted within the framework you provide. You, as the Client, retain final approval over the response framework and are responsible for all engagements. All limitations in Section 5 still apply.

5.1.e. Limitation of Liability for Appointment Scheduling. Home Connect is not liable for missed or rescheduled appointments resulting from Appointment Scheduling, including any technical issues with third-party platforms or conflicts with your calendar system. Home Connect disclaims responsibility for the reliability, functionality, or management of third-party systems. If you choose to use your own scheduling system, you will not have access to performance analytics as outlined in Section 1.5. All limitations in Section 5 still apply.

5.1.f. Limitation of Liability for Performance Analytics. Home Connect provides Performance Analytics as a supplementary tool, without any warranties regarding the accuracy, completeness, or applicability of the insights. Home Connect is not liable for any business decisions or outcomes based on these analytics. Performance analytics is offered on an "as-is" basis, and access is dependent on your participation. All limitations in Section 5 still apply.

5.1.g. Limitation of Liability for Opportunity Sharing. Home Connect is not liable for the success or effectiveness of any follow-up actions you take using Opportunity Sharing data. Our role is limited to

providing a .CSV file of unconverted opportunities after the campaign is complete, without any warranty on data accuracy or compatibility with your systems. You assume full responsibility for any re-engagement efforts. All limitations in Section 5 still apply.

5.1.h. Limitation of Liability for Dedicated Email Support. Home Connect's Dedicated Email Support provides you with access to an exclusive email channel for assistance, with responses typically delivered within reasonable timeframes. We are not liable for any delays caused by network issues, high inquiry volumes, or incomplete information from you. All communications are advisory and non-binding. All limitations in Section 5 still apply.

5.1.i. Limitation of Liability for Priority Market Access. Home Connect's liability for Priority Market Access is limited to providing you with first access to new markets as outlined in the Agreement. We do not guarantee exclusivity beyond the agreed period and are not liable if competitors enter the market after the exclusivity period ends. Exclusivity is confined to the initial access period and does not extend indefinitely. All limitations in Section 5 still apply.

5.1.j. Limitation of Liability for Booked Appointments. Home Connect's liability for Booked Appointments is limited to facilitating scheduling with Qualified Homeowners. We do not guarantee your success in converting these appointments into business opportunities and are not liable for any outcomes from your interactions with homeowners after the appointment. All limitations in Section 5 still apply.

5.1.k. Limitation of Liability for Scalable Solutions. Home Connect's liability for Scalable Solutions is limited to providing options that align with your growth needs. We do not guarantee the availability of solutions for all scales and are not liable if your specific needs exceed our standard offerings. Availability of scalable options is subject to service capacity and resource availability. All limitations in Section 5 still apply.

These limitations are intended to remain effective even upon termination or expiration of this Agreement and shall continue in force independently of any invalidation or unenforceability of other Agreement terms. If any provision herein is deemed unenforceable, all other provisions will continue to the fullest extent permitted by applicable law.

## 5.2. EXPLICIT DISCLAIMER OF GUARANTEED RESULTS.

Home Connect is dedicated to delivering its services with diligence, care, and professionalism to support your business objectives. These services include identifying Qualified Homeowners, facilitating messaging, managing responses, and providing tools for booking appointments. While Home Connect will make every reasonable effort to perform its services effectively under this Agreement, HOME CONNECT MAKES NO GUARANTEE OF SPECIFIC RESULTS, INCLUDING, BUT NOT LIMITED TO, CONVERSIONS, CLOSED DEALS, BOOKED APPOINTMENTS, INCREASED REVENUE, OR OTHER MEASURABLE BUSINESS ACHIEVEMENTS. You acknowledge that SERVICE EFFECTIVENESS DEPENDS ON FACTORS OUTSIDE HOME



CONNECT'S CONTROL, INCLUDING MARKET CONDITIONS, ECONOMIC TRENDS, COMPETITIVE DYNAMICS, AND YOUR EXECUTION, FOLLOW-UPS, AND STRATEGIES. By accepting this Agreement, you assume all risks in pursuing business goals through Home Connect. Liability limitations in Section 5 apply. Home Connect remains committed to industry standards of quality and care.

## 6. MUTUAL INDEMNITY.

The parties agree to defend, indemnify and hold harmless, each other and each other's affiliates, officers, subsidiaries, successors, assigns, directors, officers, agents, service providers, attorneys, suppliers, and employees, from any claim or demand, including reasonable attorneys' fees and court costs, made by any third party due to or arising out of the indemnifying party's misuse of the Home Connect Products and Services, violation of this Agreement, or breach of any of acknowledgements, agreements, representations, warranties, and obligations herein, or the indemnifying party's negligent, reckless, or willful acts. The indemnity obligation hereunder shall be limited to damages directly attributable to negligent or willful misconduct by either party

YOU ACKNOWLEDGE THAT HOME CONNECT HAS SET ITS PRICES AND HAS PROVIDED ACCESS TO ITS PRODUCTS AND SERVICES IN RELIANCE ON THESE LIMITATIONS OF LIABILITY AND DAMAGES AND THE INDEMNITY IN THIS AGREEMENT, AND THAT THOSE LIMITATIONS ARE AN ESSENTIAL BASIS UPON WHICH HOME CONNECT OFFERS ITS PRODUCTS AND SERVICES. YOU AGREES THAT THE LIMITATIONS OF LIABILITY AND DAMAGES AND THE INDEMNITY IN THIS AGREEMENT SURVIVE AND APPLY EVEN IF FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

## 7. GOVERNING LAW, JURISDICTION AND VENUE.

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. Except as otherwise provided in Section 8 (Dispute Resolution and Class Action Waiver), all disputes, claims, or controversies arising out of or relating to this Agreement, including its negotiation, execution, performance, or termination, shall be resolved exclusively in the state or federal courts located in New Castle County, Delaware. The parties irrevocably consent to the personal jurisdiction of such courts and waive any objection based on improper venue or forum non conveniens. Notwithstanding the arbitration requirement in Section 8, Home Connect may, at its sole discretion, initiate a court proceeding in your home state for collection claims related to non-payment. If a judgment is obtained in Delaware, you agree to the domestication and enforcement of that judgment in their home jurisdiction.

## 8. DISPUTE RESOLUTION AND CLASS ACTION WAIVER:



8.1. Most concerns can be resolved quickly by contacting Home Connect's Client Service Center via [concierge@homeconnectapp.com](mailto:concierge@homeconnectapp.com). In the unlikely event that Client Services cannot resolve your complaint to your satisfaction, or if Home Connect has not been able to resolve a dispute after attempting to do so informally, then, except for collection claims and petitions for injunctive relief, the parties agree to resolve all other disputes through binding arbitration rather than in court. Arbitration is less formal than a lawsuit and uses a neutral arbitrator instead of a judge or jury, allowing less discovery than judicial proceedings, and is subject to very limited court review. Here, the American Arbitration Association (AAA) will serve as the arbitration provider to take place in New Castle County, Delaware. The parties agree that any arbitration hereunder will take place on an individual basis, and you waive any right to pursue a dispute on a representative, group, collective, or class action basis. You acknowledge that all disputes, including payment disputes, are subject to binding arbitration under this Agreement.

8.2. You may, and are encouraged, to speak with their own attorney before entering into this Agreement or purchasing any product or service offered by Home Connect, but your execution of this Agreement or purchase of any Home Connect product or service constitutes your acceptance of this Agreement, including this provision.

8.3. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND HOME CONNECT ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A REPRESENTATIVE, GROUP, COLLECTIVE OR CLASS ACTION OR ARBITRATION. YOU AND HOME CONNECT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS PLAINTIFFS OR CLASS MEMBERS IN ANY PURPORTED REPRESENTATIVE, GROUP OR CLASS ACTION OR ARBITRATION, OR IN THE CAPACITY OF A PRIVATE ATTORNEY GENERAL.

8.4. Home Connect is committed to ethical business practices and does not condone high-pressure sales tactics, misrepresentations, or any other unethical behavior by its employees, contractors, or representatives. You acknowledge and agree that any statements, representations, or promises made by a Home Connect employee, contractor, or representative that are inconsistent with this Agreement or Home Connect's official policies shall not be binding on Home Connect. Home Connect expressly disclaims liability for any unauthorized, fraudulent, or misleading statements made by its employees or representatives that are not expressly set forth in this Agreement or an approved written communication from Home Connect.

If you believe you have been subject to any such misconduct, you must report it in writing to Home Connect's Misconduct Center at [misconduct@homeconnectapp.com](mailto:misconduct@homeconnectapp.com) within 30 days of the alleged incident. Failure to report such claims within this timeframe shall constitute a waiver of any right to dispute the matter.

Nothing in this section limits your right to seek remedies under applicable law; however, you acknowledge that Home Connect does not assume responsibility for unauthorized acts or

misrepresentations by individuals acting outside the scope of their employment or contractual obligations.

## **9. SEVERABILITY OF AGREEMENT.**

If any provision of this Agreement is found to be invalid, unenforceable, or otherwise void by a court or other binding authority, that provision shall be severed from the Agreement and shall not affect the validity or enforceability of the remaining provisions, which shall continue in full force and effect. The parties expressly agree that any such invalid provision shall be replaced with a valid and enforceable provision that most closely reflects the original intent of the parties, to the maximum extent permitted by applicable law. To the extent permitted by law, you waive any argument that the invalidity of any provision affects the enforceability of the Agreement as a whole. Further, if any limitation, waiver, or disclaimer in this Agreement is held to be unenforceable for any reason, Home Connect shall remain entitled to the broadest limitation, waiver, or disclaimer available under applicable law.

## **10. FORCE MAJEURE.**

Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) for causes occurring without that party's fault or negligence, including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, acts of terror, pandemics, epidemics, strikes or other labor problems (other than those involving Home Connect or your employees), computer attacks or malicious acts, such as attacks on or through the internet, any internet service provider, telecommunications or hosting facility. Dates by which performance obligations are scheduled to be met will be extended for a period of time equivalent to the time lost due to any delay so caused. Your payment obligations and both parties' confidentiality obligations shall survive any Force Majeure event.

## **11. REPRESENTATIONS AND WARRANTIES.**

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. This Agreement, together with the separately signed Proposal that references it, forms a single, integrated understanding between the parties. Home Connect represents and warrants that it will provide the Home Connect access in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Home Connect access will perform substantially in accordance with its documentation under normal use and circumstances. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Home Connect services, and that your billing information is correct.

## **12. MUTUAL NON-DISPARAGEMENT.**

You agree that you will not, directly or indirectly, disparage Home Connect, its products, services, employees, directors, or the Home Connect platform, in any written or oral statement, whether communicated on the Internet via blog post, tweet, message board or other electronic means or through any other oral or written means or device. Home Connect agrees that it will instruct its Executive Team and employees not to directly or indirectly disparage you or your service to Home Connect, in any written or oral statement, whether communicated on the Internet via blog post, tweet, message board or other electronic means or through any other oral or written means or device. For purposes of this non-disparagement clause, the "Executive Team" consists of: Elijah Rodriguez and Jayden Whitehead.

### 13. NON-COMPETE.

During the term of this Agreement and for a period of two (2) years following its termination or expiration, You shall not, directly or indirectly, without express written consent from Home Connect: (i) own, set up, control, manage, operate, participate in, engage, affiliate, or be involved in any business or business relationship with, be employed by, or provide any type of service to any business or entity that is a Competing Business (including as principal, sole proprietor, partner, member, employee, independent contractor, consultant, advisor, officer, or director), (ii) induce or attempt to induce any existing customer, supplier, independent contractor, consultant, vendor, joint venture, investor or other business relation of Home Connect or any of its Affiliates to provide business or services in a manner in which would reduce or cease doing business in whole or in part with Home Connect, or (iii) interfere with any business relationship between Home Connect and any third party (including any customer, supplier, independent contractor, consultant, vendor, joint venture, investor or any other business relationship).

Competing Business. The term "Competing Business" means any business, entity, or individual that engages in, or is planning to engage in, any of the following activities: developing, creating, operating, affiliating, or providing any AI homeowner platform that competes with or replicates the functionality of Home Connect's homeowner platform.

### 14. NON-SOLICITATION.

During the term of this Agreement and for a period of two (2) years following its termination or expiration (the "Restricted Period"), You shall not, directly or indirectly:

14.1. Solicit, induce, or attempt to solicit or induce any customer, client, or other business partner of Home Connect to terminate, reduce, or alter their business relationship with Home Connect, or to engage in any business that competes with Home Connect;

14.2. Solicit, induce, or attempt to solicit or induce any prospective customer, client, or other business partner of Home Connect, with whom you had contact or learned confidential information about during the term of this Agreement, to refrain from engaging in a business relationship with Home

Connect, or to engage in any business that competes with Home Connect;

14.3. Solicit, induce, or attempt to solicit or induce any employee, consultant, independent contractor, or other personnel of Home Connect to leave their employment or engagement with Home Connect, or to work for any Competing Business or any other business that competes with Home Connect;

14.4. Hire or engage any employee, consultant, independent contractor, or other personnel of Home Connect who was employed or engaged by Home Connect during the term of this Agreement, or assist or facilitate any Competing Business or any other business in doing so.

14.5. You acknowledge that the restrictions set forth in this non-solicitation clause are reasonable and necessary to protect Home Connect's legitimate business interests, including its goodwill, confidential information, and investment in its personnel and business relationships. You further acknowledge that any breach of these restrictions would cause irreparable harm to Home Connect, and that monetary damages alone would be inadequate to compensate for such harm. Accordingly, in the event of a breach or threatened breach of this non-solicitation clause, Home Connect shall be entitled to seek injunctive relief in addition to any other remedies available at law or in equity.

## **15. INTELLECTUAL PROPERTY RIGHTS.**

Home Connect retains all right, title, and interest in and to the Home Connect homeowner platform and any other technologies, software, or intellectual property developed or owned by Home Connect (collectively, the "Home Connect Technology"), including all intellectual property rights therein, such as copyrights, trademarks, patents, and trade secrets. You acknowledge that Home Connect under this Agreement does not convey any ownership rights in the Home Connect Technology or any underlying technology. Any improvements, modifications, or derivative works of the Home Connect Technology created by Home Connect or you during the term of this Agreement shall be the sole property of Home Connect. You agree to assign and hereby assign to Home Connect all right, title, and interest in and to any such improvements, modifications, or derivative works. If You suggest any features, functionality, or improvements to the Home Connect Technology, Home Connect shall have the right to implement such suggestions without any compensation or obligation to you. Any of your suggestions provided under this Agreement do not create any partnership, joint ownership, or right of attribution. You shall not reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Home Connect Technology or any part thereof. You acknowledge that the Home Connect Technology is a valuable asset of Home Connect and agree to take all reasonable measures to protect the confidentiality and proprietary nature of the Home Connect Technology.

## **16. NON-ASSIGNMENT & NON-SUBCONTRACTING.**



You shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of Home Connect. You shall not subcontract or delegate the services provided by Home Connect under this Agreement to any third party without prior written consent. Any purported assignment, transfer, delegation, or subcontracting in violation of this provision shall be null and void. No assignment or delegation shall relieve you of any of its obligations hereunder.

## **17. PROVISIONS FOR CHANGE OF CONTROL AND SALE:**

17.1. In the event of a change of control, sale, merger, acquisition, or other transaction resulting in a transfer of the majority of assets or equity of Home Connect, the rights and obligations under this Agreement shall be binding upon the successors and assigns of Home Connect. The term "change of control" refers to any transaction or series of transactions through which an entity or person, or group of entities or persons acting in concert, acquires more than fifty percent (50%) of the voting equity of Home Connect, or otherwise acquires the ability to control the management and policies of Home Connect, whether through ownership, contract, or otherwise.

17.2. Home Connect agrees to notify you in writing of any impending change of control, sale, merger, or acquisition that affects Home Connect at least thirty (30) days prior to the completion of such transaction. This notification shall include details of the transaction sufficient to inform you of the nature and scope of the change.

17.3. In the event of a proposed change of control, sale, merger, or acquisition involving Home Connect, you agree to reasonably cooperate with Home Connect and its representatives in conducting due diligence activities. Such cooperation shall include providing access to relevant documents and information related to this Agreement and your use of the Home Connect platform, subject to appropriate confidentiality protections.

17.4 The parties agree to keep any discussions regarding a potential sale, merger, acquisition, or change of control of Home Connect confidential and to not disclose the existence or terms of such discussions to any third party without the prior written consent of the other party, except as required by law or to their professional advisors under a duty of confidentiality. This confidentiality obligation shall survive the termination of this Agreement.

## **18. ENTIRE AGREEMENT:**

18.1. This Agreement, including all attachments, schedules, exhibits, and any referenced policies, constitutes the entire and exclusive understanding between the parties regarding its subject matter. It supersedes all prior or contemporaneous agreements, representations, warranties, or understandings, whether oral or written, between the parties. You acknowledge that no



representations, inducements, promises, or understandings outside of this Agreement shall be binding unless expressly incorporated herein. The specific terms of your engagement, including budget and campaign duration, are outlined in your Proposal, which is referenced in and governed by this Agreement.

18.2. This Agreement may only be modified, amended, or supplemented by a written document explicitly stating such intent and signed by both parties. The terms of the Proposal may be updated or adjusted with mutual agreement, but any changes to the Agreement itself will require formal written amendments. Any waiver of any provision herein is valid only if made in writing and signed by the party against whom enforcement of such waiver is sought. Any verbal or informal modification attempts shall be void and without effect.

18.3. Both parties represent that they have had a full opportunity to review this Agreement, have read and fully understood its terms, and voluntarily accept all conditions stated herein, including those referenced in the Proposal.

18.4. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable by a court or tribunal of competent jurisdiction, such provision shall be severed, and the remainder of the Agreement shall continue in full force and effect. The parties agree to negotiate in good faith to replace any invalid provision with a valid provision that most closely reflects the original intent, ensuring enforceability and alignment with the Agreement's purpose. Any such changes shall be documented in a formal amendment to this Agreement, as set forth in Section 18.2.

18.5. This Agreement is binding upon, and shall inure to the benefit of, the parties hereto and their respective successors, assigns, heirs, executors, and administrators. You shall not assign, transfer, or delegate any rights or obligations under this Agreement without prior written consent from Home Connect, which may be withheld in its sole discretion. Any unauthorized assignment or delegation shall be null, void, and without effect. This provision applies to both the Agreement itself and the specific terms outlined in the Proposal.

18.6. You agree that you have not relied on any statements, representations, or promises by Home Connect that are not expressly set forth in this Agreement or in the Proposal. This Agreement, along with the specific terms outlined in the Proposal, is for the exclusive benefit of the parties and does not confer any rights or benefits on any third parties, except as explicitly stated.

18.7. You acknowledge that no statements, representations, warranties, or claims, whether made verbally, digitally, or in writing by Home Connect or its representatives, shall be valid or enforceable unless expressly included in this Agreement or the Proposal. This Agreement, along with the specific terms outlined in the Proposal, represents the final and complete expression of the parties' understanding, and any prior or contemporaneous warranties or claims are void and have no legal effect.

18.8. This Agreement is referenced by the Proposal, which is executed by the parties. The Proposal

may be executed in counterparts, each of which shall be deemed an original, collectively constituting one and the same instrument. Signatures delivered by facsimile, email, or other electronic means, including digital or electronic signatures, are fully binding for all purposes under the Proposal and this Agreement, and shall be considered equivalent to original signatures.

18.9. By signing the Proposal, you acknowledge that you have had the opportunity to review and understand the Home Connect Service Agreement, which is publicly accessible and referenced within the Proposal. Any updates or changes to the terms of this Agreement will be made available online and will apply to any subsequent Proposals, unless otherwise agreed in writing. The Agreement, including the terms referenced in the Proposal, constitutes the complete understanding between the parties and supersedes any prior agreements.

18.10. By signing your Proposal or submitting your payment, you acknowledge that you have read, understood, and agree to be bound by the terms and conditions outlined in this Agreement, as well as any referenced documents. If you do not agree to these terms, do not sign the Proposal, submit payment, or access the Home Connect platform. This Agreement, together with the Proposal, represents the entire and complete understanding between the parties, and supersedes any prior agreements, representations, or negotiations.

**END OF THE HOME CONNECT® SERVICE  
AGREEMENT**