

## **Espresso Agent Subscriber Terms and Conditions**

Please read these terms and conditions (these “**Terms**” or this “**Agreement**”), which is also referred to as the Symphony Source, LLC / Espresso Agent Service Subscription Agreement, carefully. This Agreement is by, and between, Symphony Source, LLC (“**Company**”), and its affiliates (“**Symphony Source**”, “**Espresso Agent**”, “**we**”, “**us**”, or “**our**”) and you (“**Subscriber**”, “**Customer**”, “**user**”, “**you**,” or “**your**”) and governs your Account with the Company and your purchase and use of the Espresso Agent Services. By signing up with the Company or purchasing or using our Espresso Agent Services, you acknowledge that you have read, understood, and agree to comply with these Terms.

**PLEASE READ ALL PARTS OF THIS AGREEMENT CAREFULLY, AS IT PROVIDES, AMONG OTHER THINGS, THAT CERTAIN TERMS APPLY WITH RESPECT TO RECURRING SUBSCRIPTION FEES, COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS, MODIFICATIONS OF THIS AGREEMENT, AND DISPUTE RESOLUTION.**

You acknowledge that you will only sign-up with the Company or purchase or use our Espresso Agent Services if you agree to be legally bound by all Terms herein. Your acceptance of this Agreement creates a legally binding contract between you and Symphony Source, LLC.

These Terms are an integral part of our [Website Terms of Use](#) and [Privacy Policy](#), both of which apply generally to the use of our Website. In addition to these **Terms**, you should carefully review our Website Terms of Use and our Privacy Policy before signing up with Symphony Source, LLC or purchasing or using our Espresso Agent Services.

### **RECITALS**

Symphony Source, LLC, a Utah Limited Liability Company, with its principal Offices located at 195 W Main Street, American Fork, Utah 84003, provides a certain type of Service, relative to Real Estate Property, in the United States of America, and in Canada, which Service is accessed through the Internet, and the Service is known, and referred to as, Espresso Agent, which is a Registered Trademark of the Company, and

The Subscriber desires to subscribe to the Espresso Agent Service, and the Company agrees to provide their Espresso Agent Service, to the Subscriber, pursuant to the Terms and Conditions, as set forth in this Agreement.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants and benefits expressed herein, the Company and the Subscriber agree as follows:

#### **1. THE SUBSCRIPTION OF THE ESPRESSO AGENT SERVICE**

The Subscriber, who is the signatory and the one accepting this Agreement, does hereby subscribe with the Company for the Espresso Agent Service, and they do hereby agree to all of the Terms and Conditions, for their use of the Espresso Agent Service, as set forth in the various Provisions, in the Sections of this Agreement.

The Company does hereby agree to provide the Espresso Agent Service, to the Subscriber, based upon the express understanding that the Subscriber will comply with, and adhere to, all of the Terms and

Conditions, relative to their use of the Espresso Agent Service, as set forth in the various Provisions, in the Sections of this Agreement.

The Subscriber expressly Acknowledges, and Agrees, that the Espresso Agent Service, and the Components of the Service, which will be provided to them, by the Company, pursuant to this Agreement, including the Information, which is provided to them, may only be used, by them, for Real Estate related purposes, and for no other purpose. The Subscriber expressly Acknowledges, and Agrees, that any other use of the Espresso Agent Service, or any of its Components, including the Information, which is provided to them, is strictly prohibited. In the event that the Subscriber violates this Section of this Agreement, the Company may seek Legal Remedies, against the Subscriber, either in a Court of Law, or by Arbitration, at their Option, and they may seek such Legal Remedies, as they deem to be appropriate, including Injunctive Relief, and Monetary Damages.

The Subscriber also Acknowledges, and Agrees, that the Espresso Agent Service, and all of the Components of the Service, may not be used by any other person, who is not authorized by the Company, to use the Espresso Agent Service and/or any of its' Components. In the event that the Subscriber wants another person to be able to use the Espresso Agent Service and/or to be able to use any of the Components, of the Service, such person must Register with the Company, and Agree to be bound by, and to follow, all of the Terms, and Conditions, relative to their use of the Espresso Agent Service, which Terms and Conditions, are set forth in the various Provisions of this Agreement.

## **2. THE NATURE OF THE ESPRESSO AGENT SERVICE**

The Espresso Agent Service is only intended for use in the United States of America, and in Canada. The Espresso Agent Service is not available for use in the European Union or the United Kingdom, or in any other Countries in the World, or for the storage of Personal Data, relative to Individuals, who reside in the European Union or in the United Kingdom, or in any other Countries in the World. The Subscriber of the Espresso Agent Service, does hereby Acknowledge, and Agree, that they are prohibited from sharing, in any form, or disseminating, any of the Information, which is provided to them, through the Espresso Agent Service, to Individuals, who reside in the European Union or in the United Kingdom, or in any other Countries in the World, and/or to any Entity, located in the European Union or in the United Kingdom, or in any other Countries in the World.

The Espresso Agent Service consists of the Platform and Residential Real Estate Property Information.

### **2.1. The Platform**

The Platform consists of the following features:

- A Single-Line Dialer, and
- A Customer Relationship Management System (CRM).
- A Video Marketing Platform, known, and referred to, as StoryTellr, which enables a Subscriber to send a Video, by Electronic-Mail Communication (E-Mail).

### **2.2. Residential Real Estate Property Information**

The Residential Real Estate Property Information consists of the following types of Information:

#### **2.2.1. Residential Real Estate Property Listed with a Real Estate Brokerage**

The Residential Real Estate Property Information, which is provided to the Subscriber, relative to Residential Real Estate Property which was, or has been, listed with a Real Estate Brokerage, consists,

primarily, of the following Categories, which Information is made available to the Subscriber on a daily basis:

- The Physical Location/Address of the Residential Real Estate Property, which was, or has been, listed for Sale, with a Real Estate Brokerage, within the Multiple Listing Service (“MLS”) Area, of the Subscriber's Service, and
- If available, the Name of the Owner, of the subject parcel of Residential Real Estate Property, which was, or has been, listed for Sale, with a Real Estate Brokerage, and which Listing has expired, been cancelled, or withdrawn, and
- If available, the Mailing Address of the Owner of the subject parcel of Residential Real Estate Property, and
- If available, the Telephone Number of the Owner of the subject parcel of Residential Real Estate Property, which Telephone Number is designated, if it is listed in the National Do-Not-Call Registry, and
- If available, the Electronic Communication (E-Mail) Address of the Owner of the subject parcel of Residential Real Estate Property.

In order for the Subscriber to be able to obtain the Information, set forth hereinabove in this Section, the Subscriber must be an Active Member, in good standing, of the MLS, in the MLS Area, for which they are requesting the Espresso Agent Service.

#### **2.2.2. Residential Real Estate Property For Sale by Owner (FSBO)**

In the event that the subject parcel of Residential Real Estate Property was not Listed for Sale, with a Real Estate Brokerage, but it is, or was, offered for Sale, by the Owner (FSBO), the same type of Information, as set forth hereinabove, in Section 2.2.1., will be provided to the Subscriber.

#### **2.2.3. Residential Real Estate Property For Rent by Owner (FRBO)**

In the event that the subject Parcel of Residential Real Estate Property was not listed, or offered, for Sale, but it is, or was, available, for Rent, by the Owner (FRBO), the same type of Information, as set forth hereinabove, in Section 2.2.1., will be provided to the Subscriber.

#### **2.2.4. Neighborhood Residential Real Estate Property Information**

The Subscriber may also request Information, relative to Residential Real Estate Properties, in a particular Neighborhood, or Area, and, depending upon the Neighborhood, or Area, if such Information is available, they may receive the same type of Information, as set forth hereinabove, in Section 2.2.1. The Company reserves the right to limit the Information, and the Number of Properties, for which the Subscriber has requested Information, in a particular Neighborhood, or Area.

#### **2.2.5. Commercial Real Estate Property Information**

If a Subscriber requests Information, relative to Commercial Real Estate Property, the Company may be able to provide the same type of Information, as set forth hereinabove, in Section 2.2.1., depending upon the availability of such Information, and the Area, for which they are requesting the Information.

In order for the Subscriber to be able to obtain the Information, relative to Commercial Real Estate Property, as set forth hereinabove, in this Section, the Subscriber must be an Active Member, in good standing, of the MLS, in the MLS Area, for which they are requesting the Espresso Agent Service.

Additional Features of this Component of the Espresso Agent Service, such as, Early Probate Information, Pre-Foreclosure Information, and various other types of Information, may be available, at the time that the Subscriber Subscribes for the Espresso Agent Service. The Subscriber will be advised, at the time that they Subscribe for the Espresso Agent Service, relative to the additional Features, which may be available. The Subscriber will also be advised, at the time of their Subscription for the Espresso Agent Service, relative to the Fees, for the additional Features, for the Service. The Subscriber will have the option to choose which additional Features, if any, that they want. The Subscription Fee for the Espresso Agent Service, will be determined, at that time, and they will be advised accordingly.

In the event that the additional Features, of this Component of the Espresso Agent Service, become available, during the then-existing Term of the Subscriber's Espresso Agent Service Subscription, the Subscriber will be able to obtain the additional Features, if they want. In the event that the Subscriber wants any of the additional Features, they will be advised, relative to the Fee for the additional Features, and their Subscription Fee will be adjusted accordingly.

The Company attempts to provide, to the Subscriber, the most accurate Data and Information available, relative to the Espresso Agent Service, at the time of their Subscription, and during the Term of their Subscription; however, the Data and Information, which is provided to the Subscriber, may be subject to inaccuracies. Relative to Information, which is provided by the Company, to the Subscriber, pursuant to the Espresso Agent Service, in regard to Telephone Numbers, the Subscriber Acknowledges, and Agrees, that they are responsible for verifying the Do-Not-Call (DNC) Status, of the Telephone Numbers, which are provided to them, by the Company, prior to initiating a Telephone Call, to any Telephone Number. The Subscriber can access the Do-Not-Call (DNC) Information, and Status of Telephone Numbers, on the Do-Not-Call (DNC) Website at, [telemarketing.donotcall.gov](http://telemarketing.donotcall.gov).

The Subscriber Acknowledges that the Data and Information which is provided to them, relative to the Espresso Agent Service, may not always be accurate. The Subscriber Agrees to hold Symphony Source, LLC and its' Members, and their Agents, Employees, and Representatives, Harmless, from any such inaccuracies, and to Release Symphony Source, LLC, and its' Members, and their Agents, Employees, and Representatives, from any Liability, as a result of any inaccuracies, relative to the Data and Information, which is provided to them, pursuant to the Espresso Agent Service.

### **3. CONDITIONS RELATIVE TO THE SUBSCRIBER'S USE OF THE ESPRESSO AGENT SERVICE**

The Subscriber Agrees that, when they are using the Dialer, relative to their Espresso Agent Service, they will not use a Telephone Number, that is not owned, or controlled, by them. The Subscriber also Agrees that they will not use False or Fraudulent Telephone Identification Information, or transmit, or display, Misleading or Inaccurate Caller Identification Information. The Subscriber Agrees that they will let the Telephone, of the Party that they are calling, ring at least Four (4) times, or at least Fifteen (15) seconds. The Subscriber Agrees that they will not leave a Pre-Recorded Message, and they will not send a Short Message Service (SMS)/Text Message.

Information, relative to the Do-Not-Call Issue, is set forth in Section Twenty-Four of this Agreement. The Subscriber Acknowledges and Agrees that, as a Subscriber to the Espresso Agent Service, they are required to comply with the State and Federal Do-Not-Call (DNC) Laws, Rules, and Regulations. The Subscriber Agrees that they will comply with the State and Federal Laws, Rules, and Regulations, relative to the Do-Not-Call (DNC) Issue.

In the event that the Subscriber does not comply with the State and Federal Do-Not-Call (DNC) Laws, Rules, and Regulations, the Company will Terminate this Agreement, and not provide the Espresso Agent

Service to the Subscriber. In the event that the Subscriber does not comply with the State and Federal Laws, Rules, and Regulations, relative to the Do-Not-Call (DNC) requirements, and, in the event that a Legal Action is filed against the Company, for the violation of the State and/or Federal Do-Not-Call (DNC) Laws, Rules, and Regulations, by the Subscriber, the Subscriber Agrees to Indemnify, and hold Harmless, the Company, and the Members, Officers, Directors, Agents, Employees, and Representatives of the Company, from any Liability, and Monetary Damages, Attorney Fees and Court Costs, which may be incurred by the Company, relative to the violation, by the Subscriber, of the State and/or Federal Do-Not-Call (DNC) Laws, Rules, and Regulations.

#### **4. REGISTRATION BY THE SUBSCRIBER FOR THE SERVICE/PASSWORD AND SECURITY**

The Company, and the Subscriber, expressly Acknowledge, and Agree, that this Agreement, is, only, by, and between, Symphony Source, LLC, and the Subscriber, and that this Agreement is not, by, and between, Symphony Source, LLC and/or the Brokerage or Entity, with which the Subscriber is Associated and/or Affiliated and/or the Subscriber's Agents, Employees, or Representatives. Further, Symphony Source, LLC and the Subscriber expressly Acknowledge, and Agree, that this Agreement does not create any type of Relationship, Agency, or otherwise, by, and between, Symphony Source, LLC, and the Subscriber, and/or the Brokerage or Entity, with which the Subscriber is Associated and/or Affiliated, and/or the Subscriber's Agents, Employees, or Representatives.

In order to become a Subscriber of the Espresso Agent Service, the Subscriber must either contact the Company directly to sign up for the Espresso Agent Service, sign up for the Espresso Agent Service online, or complete a Subscription Form, which Form is set forth on the Espresso Agent Website. The Subscriber is also required to choose a Password, and a Symphony Source Identification (ID) Name. The Subscriber Agrees not to provide false, inaccurate, or misleading Information, on the Service Subscription Form.

The Subscriber is also responsible for maintaining the Confidentiality of the Subscriber's Password, Identification (ID) Name, and Account Information. The Subscriber Agrees that they shall not share, or disclose, their Password, Identification (ID) Name, or any of their Account Information, with any Third-Parties, including the Brokerage, or Entity, with which the Subscriber is Associated and/or Affiliated and/or the Subscriber's Agents, Employees, or Representatives. The Subscriber Acknowledges, and Agrees, that they are responsible for any, and all, activities that occur, relative to the Subscriber's Account. The Subscriber Agrees to notify the Company, immediately, relative to any unauthorized use of the Subscriber's Account, or any other breach of Security, relative to their Espresso Agent Service Account.

The Subscriber Acknowledges, and Agrees, that the Company may rely on any Information, Instruction, or Request, submitted to the Company, by the Subscriber, which is reasonably believed, by the Company, to be genuine, and to have been sent, or presented, by the Subscriber, or by a person, reasonably believed, by the Company, to be authorized to act for, and on behalf of, the Subscriber. The Subscriber shall notify the Company, at [cs@EspressoAgent.com](mailto:cs@EspressoAgent.com), of any known, or suspected, breach of Security, relative to their Espresso Agent Service Account, including the loss, theft, or unauthorized disclosure, of the Subscriber's Password, Identification (ID) Name, and Account Information.

The Subscriber Acknowledges, and Agrees, that they shall be responsible for maintaining the Confidentiality of their Espresso Agent Service Account. Any unauthorized use of the Subscriber's Espresso Agent Service or any of the Features and Components of the Espresso Agent Service, or any fraudulent, abusive, or otherwise illegal activity, relative to their use of the Espresso Agent Service, may be grounds for the Termination of this Agreement, and the Termination of the provision of the Espresso Agent Service, to the Subscriber. The Subscriber Agrees that they will promptly notify the Company, if

the Subscriber is aware of any person who, in the Subscriber's opinion, is intending to misuse the Espresso Agent Service or any of the Components of the Espresso Agent Service. The Company and the Subscriber expressly Acknowledge, and Agree, that the Company has full, and unlimited, access to the Subscriber's Espresso Agent Service Account.

The Company Agrees to provide such Technical Support, to the Subscriber, as may be reasonably required, relative to the provision of the Espresso Agent Service. The Subscriber Agrees to provide any, and all Information, which may be requested by the Company, which Information the Company deems to be necessary, including the full, and unlimited, access to the Subscriber's Account, in order to provide Technical Support or for any other reason.

## **5. USE OF THE SUBSCRIBER'S ESPRESSO AGENT SERVICE BY A SECOND-PARTY**

The Espresso Agent Service is for the sole, and exclusive, use of the Subscriber. In the event that the Subscriber to the Espresso Agent Service wants an Individual, referred to as a Second-Party, to be able to use their Espresso Agent Service or any of the Components and/or Features of the Espresso Agent Service, the Company may allow the Second-Party usage of the Espresso Agent Service, or any of the Components and/or Features of the Service, depending upon the circumstances, relative to such Second-Party usage of the Espresso Agent Service. In this regard, the Second-Party must be an Employee of the Subscriber, or an Authorized Representative of the Subscriber, or a Real Estate Agent, with whom the Subscriber is Associated and/or Affiliated.

Prior to any Second-Party Usage of the Espresso Agent Service, or the use of any of the Components and/or Features of the Service, the Subscriber must contact the Company, and request the Company's Authorization for the Second-Party Usage of the Espresso Agent Service or any of its' Components and/or Features. The Subscriber must submit their Request, to the Company, in Writing, either by Written Correspondence, or by an Electronic Communication (E-mail) sent to the Company at the following Address, to-wit: [cs@EspressoAgent.com](mailto:cs@EspressoAgent.com), and they must telephone Espresso Agent Support at 1-206-420-0205, to advise them, as well.

The Request must set forth the Name of the Second-Party, and the type of Relationship by, and between, the Subscriber and the Second-Party, and a description of the type of Second-Party Usage, which the Subscriber is requesting. The Company will review the Request for the Second-Party Usage of the Service, and will advise the Subscriber accordingly.

In the event that the Company grants Authorization, to the Subscriber, for the Second-Party Usage of their Espresso Agent Service or any of its' Components and/or Features, the Second-Party will be required to choose a Password and a Symphony Source Identification (ID) Name, which Password and Identification Name (ID) will be different from the Subscriber's Password and Identification Name (ID). In the event that the Company authorizes the Second-Party use of the Espresso Agent Service, and its' Components or Features, and, in the event that the Subscriber requests an additional Dialer, the Company will provide One (1) additional Single-line Dialer for use by the Second-Party. The additional Dialer will be provided to the Subscriber at no Expense.

The Subscriber Acknowledges, and Agrees, that they shall be responsible for any, and all, activities that occur, relative to the use of the Espresso Agent Service and/or any of the Components and/or Features of the Espresso Agent Service, by the Second-Party. Any unauthorized use of the Subscriber's Espresso Agent Service or any of its' Components and/or Features, by the Second-Party, or any fraudulent, abusive, or otherwise illegal activity, by the Second-Party, of the Subscriber's Espresso Agent Service or any of its' Components and/or Features, may be grounds for the Termination of this Agreement, and the Termination of the provision of the Espresso Agent Service, to the Subscriber.

The Subscriber Agrees to Indemnify, and to hold Harmless the Company, and their Associated and/or Affiliated Companies, and their respective Members, Officers, Directors, Employees, Agents, and Representatives, from any, and all, claims, demands, liability, losses, legal actions, proceedings, settlements, and judgments, damages, and expenses, including Attorney's Fees, which may be asserted against the Company, and/or their Associated and/or Affiliated Companies, and their respective Members, Officers, Directors, Employees, Agents, and Representatives, or which may result by virtue of the use by the Second-Party of their Espresso Agent Service and/or any of its' Components and/or Features. This Indemnification also includes any Material Breach by the Second-Party of any of the Terms and Conditions, relative to their use of the Espresso Agent Service, as set forth in this Agreement. This Indemnification also includes any type of Monetary and/or other type of Damages, which may be incurred by the Company, as a result of the use of the Espresso Agent Service, or any of its' Components and/or Features by the Second-Party. The unauthorized use of the Subscriber's Espresso Agent Service and/or any of its' Components and/or Features is strictly prohibited and, in the event that the Subscriber allows any unauthorized use of the Espresso Agent Service and any of the Components and/or Features of the Espresso Agent Service, by a Second-Party, the Subscriber's Espresso Agent Subscription will be immediately terminated, and the Subscriber will not be entitled to a refund of their Espresso Agent Service Subscription Fee.

## **6. THE TERM FOR THE ESPRESSO AGENT SERVICE**

The Term, for the Espresso Agent Service, is, generally, monthly. The Service will Automatically Renew, at the end of each Month, for the following Month, unless the Subscriber notifies the Company that they do not want to Renew their Subscription for the Service. The Notification must be sent to the Company, at least Five (5) Business Days, prior to the beginning of the next Billing Cycle Date. The Notification should be sent to the Company by Electronic Communication (E-Mail) to, support@EspressoAgent.com.

The Company also provides a Contract Subscription Term for the Service, and the Subscriber may choose a Contract Subscription Term, for the Service, of Twelve (12) Months, a pre-paid Three-month Contract, or a pre-paid Annual Contract. The Contract Subscription, for the Espresso Agent Service, will Automatically Renew at the end of the Contract Term, unless the Subscriber notifies the Company that they do not want to Renew their Contract Subscription for the Service. The Notification must be sent to the Company at least Thirty (30) Days, prior to the end of the Contract Subscription. The Notification should be sent to the Company by an Electronic Mail Communication (E-Mail) to, support@EspressoAgent.com. The Subscriber may choose to continue their use of the Espresso Agent Service, pursuant to a different Term for the Service.

The Company may also provide a Espresso Agent Service Subscription Term for Real Estate Brokerages. The Espresso Agent Service Brokerage Subscription consists of several choices, and the Fee for the Brokerage Subscription, depends upon the choice selected by the Brokerage, and the Number of paid Accounts for the Service.

This Agreement, and the provision of the Espresso Agent Service, will be Terminated, in the event that the Subscriber does not pay the required Fee for the Service. This Agreement may also be Terminated, by the Company, for various other reasons, as set forth in this Agreement, in Sections Eight, Nine, and Ten.

The Company reserves the right to Terminate this Agreement and/or not allow the Subscriber to Renew this Agreement, for any reason that they may deem to be appropriate. The Company also reserves the right to Terminate this Agreement and/or not allow the Subscriber to Renew this Agreement, in the event that, for some reason, the Company is not able to provide any Component of the Service. In the event that the Company decides to Terminate this Agreement, for any reason, or decides not to allow the Subscriber

to renew this Agreement, the Company shall notify the Subscriber, and advise them accordingly, prior to the end of the Subscriber's Term for the Service.

In the event that the Subscriber cancels their Subscription, to the Espresso Agent Service, during the Term of their Subscription for the Espresso Agent Service and, subsequently, decides to Re-activate their Subscription, for the Espresso Agent Service, they will be required to sign a new Agreement at the time of their Re-activation for the Service. At the time of the Re-activation, by the Subscriber, for the Espresso Agent Service, they will be required to pay the Fee, which is operative, at the time of their Re-activation for the Service. The Subscriber will be required to re-confirm, the Credit Card Information, which Credit Card will be used, by the Subscriber, for the payment of the Fee for the Espresso Agent Service.

## **7. THE SUBSCRIPTION FEE FOR THE ESPRESSO AGENT SERVICE**

The Company offers different Levels of the Espresso Agent Service, and additional Features, and additional Components, may become available, relative to the different Levels, and the Subscription Fee, for the Service, will depend upon the Level of the Service, and the additional Features, and the additional Components, which the Subscriber chooses. The Subscriber Agrees to pay, to the Company, a Fee, for the Espresso Agent Service, which Fee will vary, depending upon the Term of the Subscription for the Service, and the Level of the Service, and the additional Features, and the additional Components, which the Subscriber chooses. At the time of the Subscription for the Service, the Subscriber will be advised, of the Fee, for the Service. The Fee for the Service will also depend upon the Term that the Subscriber chooses for the Service, being Monthly, or a Contract Term.

The Fee, for the Espresso Agent Service, that the Subscriber will be required to pay for the Service, will depend upon the Components, and the Features of the Components, that the Subscriber chooses, and the Fee will also depend upon the type of Subscription Term that the Subscriber chooses. The Subscriber will be advised of, and Agree to, the Fee for the Espresso Agent Service, at the time that they Subscribe for the Service.

At the time that the Subscriber initially subscribes for the Service, the Subscriber will provide, to the Company, a Credit Card, and any necessary Information, which may be required, relative to the Credit Card, which Credit Card will be used, by the Subscriber, for the payment of the Fee, for the Espresso Agent Service. The Subscriber's Credit Card Number, and related Information, will be protected, in compliance with the Payment Card Industry (PCI) Standards. The Subscriber expressly Acknowledges, and Agrees, that any Automatic Re-occurring Payments may be charged to their Credit Card, which is on file, with the Company. In the event that the Subscriber desires to change the Credit Card, to be used, for payment of the Fee for the Service, the Subscriber can do so, by advising the Company of the change, and by deleting the original Credit Card, on file, and adding the new Credit Card, and relevant Credit Card Information. The Subscriber expressly Acknowledges, and Agrees, that, in the event that a Subscriber allows a Third-Party to use the Subscriber's Credit Card, which is on file with the Company, to modify the Subscriber's Subscription for the Espresso Agent Service or to Re-Activate the Subscriber's Subscription for the Espresso Agent Service, the Subscriber will be responsible for the actions of the Third-Party in this regard, and the Subscriber will be required to pay the Fee, for the Modification of the Service or the Re-Activation of the Service.

## **8. THE COMPANY TO BE A VIRTUAL ASSISTANT TO THE SUBSCRIBER, RELATIVE TO THE ESPRESSO AGENT SERVICE**

The Subscriber hereby engages the Company to be the Subscriber's Virtual Assistant, relative to the Espresso Agent Service, solely for the purpose of collecting Information, relative to Real Estate Properties. The Subscriber is responsible for ensuring that any actions to be taken, by the Company, at the



request of the Subscriber, will be in compliance with all applicable Local, State, and Federal Laws, Rules, and Regulations, and the Multiple Listing Service (MLS) Rules and Regulations, in all Jurisdictions, in which the Service is provided to the Subscriber, by the Company.

The Subscriber and the Company expressly Acknowledge, and Agree, that, although the Company is acting as a Virtual Assistant, for the Subscriber, solely for the purpose of collecting Information, relative to Real Estate Properties, this Relationship does not create any type of Employment Relationship and/or any type of Agency Relationship by, and between, the Company, and the Subscriber, and/or the Brokerage or Entity, with which the Subscriber is Associated or Affiliated.

## **9. RESTRICTIONS, RELATIVE TO THE USE OF THE ESPRESSO AGENT SERVICE BY THE SUBSCRIBER**

The Subscriber's Rights to use the Espresso Agent Service are limited solely to the Rights, as set forth in this Agreement, and are subject to the Terms, and Conditions, of this Agreement, and are subject to the Subscriber's Payment of the Fees for the Service. The Company retains all Rights, not expressly granted to the Subscriber, in this Agreement. There are no implied Rights granted, by the Company, to the Subscriber, relative to the Espresso Agent Service. This Agreement does not grant, to the Subscriber, any ownership interest, right, title, security interest, or any other type of interest, in the Company, or the Espresso Agent Service, or to the Source Code or Object Code of the Espresso Agent Service, or to the Company's Intellectual Property Rights.

The Subscriber Agrees that the Subscriber will not directly, or indirectly, or through any subsidiary, affiliate, agent, designated technician, Employee, or any other Third-Party, engage in any of the following Activities, relative to the Espresso Agent Service, to-wit:

- 9.1.** Use the Espresso Agent Service, or Information, provided to the Subscriber, by the Company, in violation of the Terms of this Agreement, or
- 9.2.** Grant to any Third-Party, a Security Interest, or sub-license, of their Subscription for the Espresso Agent Service, or sell, lend, rent, lease, give, transfer rights to, and/or assign, any of the Subscriber's Rights, relative to their Subscription for the Espresso Agent Service, or any Component of the Service, and/or the Information provided to the Subscriber, or
- 9.3.** Provide, lend, disclose, divulge, or make available to, or permit the use of the Espresso Agent Service, or any Component of the Espresso Agent Service, or Information, provided to the Subscriber to any Third-Party, or
- 9.4.** Use the Espresso Agent Service, or any Component of the Service, or Information provided to the Subscriber, in any Service Bureau, Facility Management, or Time-Sharing Arrangement, or
- 9.5.** Remove, obscure, or alter any notice of Patent, Copyright, Trade Secret, or Trademark of the Company, or infringe upon the Proprietary Rights of the Company, or
- 9.6.** Reverse-engineer, de-compile, or re-compile, the Components of Espresso Agent Service, or otherwise attempt to discover the Source Code or Trade Secrets, relative to the Espresso Agent Service, or any Component thereof; or
- 9.7.** Modify the Espresso Agent Service, or create derivatives, or derivative works, of the Service, or
- 9.8.** Circumvent any Technical Limitations of the Espresso Agent Service, or
- 9.9.** Assign, sell, or transfer, the Rights, granted to the Subscriber, pursuant to this Agreement, relative to the Espresso Agent Service to any Third-Party, or
- 9.10.** Allow concurrent, or simultaneous, use of the Espresso Agent Service, on two or more Physical Systems, unless multiple Subscriptions are granted to the Subscriber, or
- 9.11.** Disseminate, or disclose to any Third-Party, the Subscriber's Espresso Agent Account Password, or their Symphony Source Identification (ID) Name, or allow anyone else to utilize the Subscriber's Espresso Agent Account, for access to the Espresso Agent Service.

## **10. PROHIBITIONS, RELATIVE TO THE USE OF THE ESPRESSO AGENT SERVICE BY THE SUBSCRIBER**

Any unauthorized use of the Espresso Agent Service, by the Subscriber, is expressly Prohibited. The Subscriber agrees to abide by all applicable Local, State, and Federal Laws, Rules, and Regulations, relative to the Espresso Agent Service, and the Subscriber is solely responsible for all acts, or omissions, which occur, pursuant to the Subscriber's Account or Password or Symphony Source Identification (ID) Name. The Subscriber expressly Agrees as follows, to-wit:

- 10.1.** Not to use the Espresso Agent Service in connection with chain letters, junk e-mail, pyramid schemes, untrue, inaccurate, misrepresentative, deceptive, or otherwise unethical testimonials, cross-soliciting, money games, spamming, or any duplicative or unsolicited messages, commercial or otherwise, and
- 10.2.** Not to harvest, or otherwise collect, Information about Third-Parties, including Electronic Communication (E-Mail) Addresses, without their consent, and
- 10.3.** Not to create a False Identity or forged Electronic Communication (E-Mail) Address, or otherwise attempt to mislead others, relative to the Identity of the Subscriber, or the origin of the message, and
- 10.4.** Not to transmit, through the Espresso Agent Service, unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable messages, or material, of any kind or nature, and
- 10.5.** Not to transmit any Material that may infringe upon the Intellectual Property Rights, or other rights, of Third-Parties, including Patent, Trademark, and Copyright Infringement, and
- 10.6.** Not to Libel, Defame, or Slander any person or entity, or infringe upon any Person's Privacy Rights, and
- 10.7.** Not to transmit any material that contains Viruses, Trojan horses, worms, time bombs, cancel bots, or any other harmful or deleterious programs, and
- 10.8.** Not to violate any Law, Rule, or Regulation, relative to the transmission of Information, exported through the Espresso Agent Service, and
- 10.9.** Not to interfere with, or disrupt, Networks, connected to the Espresso Agent Service, or violate the Rules and Regulations, Policies, or Procedures, of such Networks, and
- 10.10.** Not to attempt to gain unauthorized access to the Service, or to other Accounts, Computer Systems, or Networks, connected to the Espresso Agent Service, through Password Mining or any other means, and
- 10.11.** Not to interfere with any other Subscriber's use of the Espresso Agent Service, or another Entity's use of the Service, or engage in any activity that could subject the Company to Civil or Criminal Liability.

## **11. FORBIDDEN CONDUCT BY THE SUBSCRIBER, RELATIVE TO THE ESPRESSO AGENT SERVICE**

The Subscriber Agrees not to host, post, or promote any Website, on the Company's Espresso Agent Platform, which advocates, encourages, endorses, or makes possible, any form of pornography, gambling, pyramid schemes, or provide illegal, untrue, inaccurate, misrepresentative, deceptive, or otherwise unethical Information, or provide any type of Business Method, or concept, that is unethical, illegal, or otherwise objectionable. The Subscriber Agrees not to post, or promote, any Copyrighted Materials, that are not their own. The Subscriber Agrees not to post, or promote, any Material which is pornographic, threatening, embarrassing, hateful, racially or ethically insulting, libelous, or otherwise inappropriate.

The Subscriber is prohibited from transmitting through the Espresso Agent Service, any Material that is, in the Company's sole discretion, unlawful, obscene, threatening, abusive, libelous, or hateful, or encourages conduct which would constitute a Criminal Offense, or give rise to Civil Liability, or otherwise violate any Local, State, National, or International Law, Rule, or Regulation. Such action will result in the immediate Termination of the Subscriber's Account, and the Subscriber may be subject to Legal Action. The Company will also delete all of the Information contained in the Subscriber's Account.

## **12. THE EXPORT OF INFORMATION BY THE SUBSCRIBER, RELATIVE TO INFORMATION OBTAINED BY THE SUBSCRIBER THROUGH THE ESPRESSO AGENT SERVICE, AND THE USE OF THE COMPONENTS, OF THE ESPRESSO AGENT SERVICE**

The Subscriber expressly Acknowledges, and Agrees, that they will not Export any of the Information, obtained by them, through, and by virtue of, the Espresso Agent Service, other than for Real Estate related purposes, and which are Legal, and in compliance with all applicable Local, State, and Federal Laws, Rules, and Regulations, and the Individual, Entity, or Service, to whom, and to which, they Export such Information, must be owned by them, or under their control. The Subscriber may not Export the Information obtained by the Subscriber, through, and by virtue of, the Espresso Agent Service, for any of the following Purposes, to-wit:

- 12.1.** For any illegal, or unlawful activity, or purpose, or
- 12.2.** In violation of any Local, State, Federal, or International Laws, Rules, and Regulations, or
- 12.3.** For any type of pornography, gambling, or pyramid schemes, or
- 12.4.** For any type of Business, or other, Purpose, other than Real Estate related purposes, pursuant to this Agreement, or
- 12.5.** To threaten, embarrass, harass, abuse, insult, slander, libel, or defame, or encourage conduct, which would constitute a Criminal Offense, or be a basis for Civil or Criminal liability, or otherwise violate any Local, State, Federal, or International Laws, Rules, or Regulations, or
- 12.6.** To try directly, or indirectly, or through a Third-Party, to influence any act, or decision, of any Official, Employee, or Representative of any Government Agency, or
- 12.7.** To try directly, or indirectly, or through a Third-Party, to influence any act, or decision, of any Political Party, or Officials thereof, or any Candidate for any Political Office, and
- 12.8.** The Subscriber may not, for any purpose, Export any of the Information, which they obtain through, and by virtue of, the Espresso Agent Service, to any Individual, Entity, Organization, or Agency, outside of the United States of America, other than Canada, or use any of the Components, of the Espresso Agent Service outside of the United States of America, other than Canada.

The Violation of this Section of this Agreement by the Subscriber, will result in the immediate Termination, by the Company, of this Agreement, and the deletion of all of the Information, which is contained in the Subscriber's Account. Depending upon the nature of the Violation, by the Subscriber, of this Section of this Agreement, the Company may also institute a Legal Action, against the Subscriber, for Monetary Damages, or other type of Legal Remedies, such as an Injunction.

## **13. THE IMPORT OF INFORMATION BY THE SUBSCRIBER INTO THE ESPRESSO AGENT SERVICE CUSTOMER RELATIONSHIP MANAGEMENT (CRM) PLATFORM**

The Subscriber may Import, into the Customer Relationship Management (CRM) Platform of the Espresso Agent Service, certain types of Information, which Information, is imported into the CRM, by the Subscriber. The Subscriber may Import, into the Customer Relationship Manager (CRM) Platform of

the Espresso Agent Service, Information which is obtained, by the Subscriber, from a source, other than the Company.

In the event that the Subscriber Imports Information, into the Espresso Agent Service Customer Relationship Management (“CRM”) Platform, from a Source, other than the Company, the Information must meet the following Criteria, to-wit:

- 13.1.** The Subscriber must have the Legal Right to such Information, and
- 13.2.** The Subscriber agrees not to Import any Information, into the Espresso Agent CRM, which Information is pornographic, obscene, threatening, embarrassing, hateful, racially, or ethically insulting, libelous, slanderous, defamatory, or otherwise inappropriate, or which would constitute a Criminal Offense, or give rise to Civil Liability, or violate any Local, State, Federal, or International Laws, Rules, or Regulations.

The Violation of this Section of this Agreement will result in the immediate Termination, by the Company, of this Agreement, and the deletion of all of the Information, which is contained in the Subscriber's Account. Depending upon the nature of the Violation, by the Subscriber, of this Section, the Company may also institute a Legal Action, against the Subscriber, for Monetary Damages, and other types of Legal Remedies, such as an Injunction.

#### **14. THE DISCLAIMER OF WARRANTIES BY THE COMPANY, RELATIVE TO THE ESPRESSO AGENT SERVICE**

The Company does not Represent, or Warrant, Expressly, or Impliedly, that the Espresso Agent Service will meet the Subscriber's Requirements, or needs, and the Company does not make any Representations, or Warranties, Express, or Implied, relative to the results that may be obtained, by the Subscriber, by virtue of their use of the Espresso Agent Service. The Subscriber expressly Acknowledges, and Agrees, that there are no Warranties, or Representations, made, to them, by the Company, Express, or Implied, Written, or Oral, by Statute, operation of Law, or otherwise, relative to the Espresso Agent Service.

#### **15. THE LIMITATION OF LIABILITY OF SYMPHONY SOURCE, LLC, RELATIVE TO THE ESPRESSO AGENT SERVICE**

The Subscriber expressly Acknowledges, and Agrees, that, the Company, Symphony Source, LLC, and its Members, Officers, Directors, Associated and/or Affiliated Companies, Employees, Agents, Representatives, Vendors, and Suppliers, shall not be liable, to the Subscriber, for any type of Monetary Damages, incidental, indirect, special, compensatory, punitive, consequential, or otherwise, which may be incurred by the Subscriber, for the loss of profits and revenues, by the Subscriber, relative to their use of the Espresso Agent Service.

The Subscriber expressly Acknowledges, and Agrees, that the Company shall be excused, from their obligations, and the provision, by the Company, to the Subscriber, of the Espresso Agent Service, as a result of Causes, beyond their control, including, without limitation, Natural Disasters, Civil Disruptions, Terrorism, Cyber Attacks, War, or other Hostilities, Labor Disputes, and Governmental Laws, Rules, and Regulations, or their inability to operate, and to provide the Espresso Agent Service, as a result of Power Failure, or other Circumstances.

#### **16. DISPUTE RESOLUTIONS, RELATIVE TO THIS AGREEMENT**

The Company and the Subscriber Agree that any Dispute, Controversy, or Claim, relative to this Agreement, and the Espresso Agent Service, shall be resolved by Arbitration. The Arbitration shall be

conducted by, and pursuant to, and in accord with, the American Arbitration Association Rules and Procedures. However, the Subscriber expressly Agrees that, in the event that the Subscriber violates any of the Provisions, and Terms and Conditions of this Agreement, as set forth in the various Sections of this Agreement, the Company, at its option, reserves the right to seek Legal Remedies, in the appropriate Court of Law, including, Injunctive Relief and Monetary Damages.

The Company and the Subscriber Agree that any Arbitration, by, and between, them, relative to this Agreement, and the Espresso Agent Service, shall involve only the Claims, between them, and not any Claims against a Third-Party. The Company, and the Subscriber, agree that Class Arbitration shall not be permitted.

The Arbitration shall be conducted by a single Arbitrator, selected in accordance with the American Arbitration Association Rules, and the Arbitrator must be an active, or retired, State or Federal Court Judge. The Arbitration shall be conducted in the State of Utah.

The Decision of the Arbitrator shall be final, and binding, upon the Company and the Subscriber. The Decision, of the Arbitrator, may only be challenged, or appealed, to a Court of competent jurisdiction, in the State of Utah, and only based upon the grounds allowed, pursuant to the Utah Uniform Arbitration Act.

The Company, and the Subscriber, agree that neither the Company, nor the Subscriber, nor the Real Estate Agency/Brokerage, with which they are Associated, or Affiliated, may disclose the nature of their Dispute, or Controversy, to any Third-Party, by any means, or in any manner and fashion. The Company and the Subscriber agree that such Dispute shall be kept Confidential, and not disclosed to any Third-Party. In the event of the disclosure of the Dispute, the Party disclosing such Information, may be held liable for Monetary Damages.

The Company and the Subscriber Agree that, irrespective of the fact that they have agreed that any Disputes, Claims, or Controversies, between them, will be resolved by Arbitration, the Company will still be able to apply to a Court of competent jurisdiction in the State of Utah, for any Provisional Remedy, relative to the Dispute, Claim or Controversy, including, but not limited to, a Temporary Restraining Order, a Preliminary Injunction, or any other type of Relief, which may be appropriate. The refusal by the Company, to seek such Provisional Remedy, shall not be deemed to be a Waiver of the Agreement to Arbitrate the Dispute, as set forth in this Section of this Agreement.

#### **17. THE INDEMNIFICATION OF THE COMPANY, BY THE SUBSCRIBER, RELATIVE TO THEIR USE OF THE ESPRESSO AGENT SERVICE**

The Subscriber Agrees to Indemnify, and to hold Symphony Source, LLC, and their Associated or Affiliated Companies, and their respective Members, Officers, Directors, Employees, Agents, and Representatives, Harmless, from any, and all, claims, demands, liability, losses, civil legal actions, proceedings, settlements, and judgments, damages, and expenses, including Attorney's fees, which may result, or be asserted against the Company, and their Associated or Affiliated Companies, and their respective Members, Officers, Directors, Employees, Agents, and Representatives, by virtue of, or as a result of, the use of the Espresso Agent Service, by the Subscriber. This Indemnification includes any Material Breach, by the Subscriber, of the Terms and Conditions of this Agreement, as set forth in the various Sections of this Agreement, including any Monetary and Property Damages, and/or any type of Injury, or Damage, caused directly, or indirectly, by an act, or omission, by the Subscriber, relative to their use of the Espresso Agent Service.

#### **18. NOTICES, RELATIVE TO THIS AGREEMENT**

Any and all Notices, or other Communications required, or desired to be given, relative to this Agreement, shall be in Writing, addressed to the Party, to whom such Notice, or other Communication, is to be given, as follows:

If to the Company:

Symphony Source, LLC, 195 W Main Street, American Fork, Utah 84003  
Electronic Communication (E-Mail) Address: cs@EspressoAgent.com

If to the Subscriber: The Company will use the Subscriber's mailing address and email on file.

## **19. THE MODIFICATION OF THIS AGREEMENT**

This Agreement may not be amended, altered, or modified, except by a Written Document, duly executed by the Company and the Subscriber. This Agreement may not be amended, altered, or modified by any other type of Communication, or any other type of Correspondence, or by Electronic Communication (E-Mail). The amendment, alteration, or modification of this Agreement must be in Writing, and signed by the Company and the Subscriber.

## **20. THE VALIDITY AND ENFORCEABILITY OF THIS AGREEMENT**

The Company and the Subscriber expressly Acknowledge, and Agree, that the Validity, or Enforceability, or any particular Section, or Provision, or portion of any particular Section, or Provision, of this Agreement, shall not affect the other Sections, or Provisions, of this Agreement. The Company and the Subscriber expressly Acknowledge, and Agree, that, in the event that any particular Section, or Provision, of this Agreement, or any portion of any Section, or Provision, of this Agreement, shall be determined to be invalid or unenforceable, for any reason, the invalidation, or enforceability, of such portion, or Section, or Provision, shall not, in any way, affect the validity, and enforceability, of the remaining Sections or Provisions of this Agreement.

## **21. THE NATURE AND EFFECT OF THIS AGREEMENT**

The Company and the Subscriber expressly Acknowledge, and Agree, that it is their intention that this Agreement shall govern all of the Rights, and Obligations, relative to the Provision, by the Company, of the Espresso Agent Service to the Subscriber. This Agreement is complete, and represents the only Agreement, by, and between, the Company and the Subscriber, relative to the subject matter of this Agreement. As such, no prior, or contemporaneous, promises, understandings, or agreements, are valid or enforceable, unless specifically provided for in this Agreement. Any, and all, prior Agreements, Understandings, and Representations, by, and between, the Company and the Subscriber are hereby Terminated, and are of no further force and effect.

## **22. THE BENEFITS OF THIS AGREEMENT**

The Company and the Subscriber expressly Acknowledge, and Agree, that this Agreement shall be binding upon, and enforceable against, and shall inure to the benefit of, the Company, and their Associated and/or Affiliated Companies, and their Members, Officers, Directors, Agents, Employees, and Representatives, and their respective Heirs, Distributees, Legal Representatives, Successors, and Assigns, and the Subscriber, and their respective Heirs, Distributees, Legal Representatives, Successors, and Assigns. It is the intent of the Company, and the Subscriber, that this Agreement shall determine all of the Rights, and Obligations, of the Company, and the Subscriber, relative to this Agreement. As such, this Agreement supersedes any, and all, other Agreements, whether written, or oral, relative to the subject

matter of this Agreement. The Company and the Subscriber Acknowledge, and Agree, that this Agreement is Contractual, and is entered into for good and valuable Consideration, the receipt of all of which is hereby Acknowledged by the Company and the Subscriber.

### **23. THE INTERPRETATION OF THIS AGREEMENT, AND THE GOVERNING LAW, RELATIVE TO THIS AGREEMENT**

The Company and the Subscriber expressly Acknowledge, and Agree, that this Agreement, and the Rights, and Obligations, of the Company, and the Subscriber, which may be created by this Agreement, shall be governed by, construed, interpreted, and enforced, in accordance with the Laws of the State of Utah. The Company and the Subscriber also Acknowledge, and Agree, that, irrespective of the fact that this Agreement was prepared by Legal Counsel for the Company, that fact shall not, in any way, be interpreted for, or against, the Company, simply because the Company's Legal Counsel prepared this Agreement. Also, the Company and the Subscriber Acknowledge, and Agree, that, in construing the Provisions of this Agreement, and the Terms, and Conditions, of this Agreement, as set forth in the various Sections of this Agreement, and any of the portions, of such Provisions or Sections of this Agreement, the Company and the Subscriber intend that the various Provisions of this Agreement, and the Terms, and Conditions, as set forth in the various Sections of this Agreement, shall be construed in their entirety, and consistent with each other.

### **24. LEGAL COMPLIANCE BY THE SUBSCRIBER, RELATIVE TO THEIR USE OF THE ESPRESSO AGENT SERVICE, PROVIDED TO THE SUBSCRIBER BY THE COMPANY.**

The Subscriber to this Espresso Agent Service Subscription Agreement, expressly Acknowledges, and Agrees, that there are various Local, State, and Federal Laws, Rules, and Regulations, as set forth in certain Statutes, Rules, and Regulations, which pertain to, and are relevant, relative to the Espresso Agent Service, which is the subject of this Agreement. The Subscriber, to this Agreement, Agrees that they will study, analyze, and comply with, all of the pertinent State and Federal Laws, Rules and Regulations, as set forth in the various Statutes, Rules, and Regulations, relative to their use of the Espresso Agent Service.

The Subscriber expressly Acknowledges, and Agrees, that the various Local, State, and Federal Laws, Rules, and Regulations, relative to their use of the Espresso Agent Service, include, but are not limited to, the following State and Federal Laws, Rules, and Regulations, to-wit:

#### **24.1. Part One**

- 24.1.1.** In the event that the Subscriber is a Real Estate Agent, they must follow the State Laws, Rules, and Regulations, of the State, in which they are Licensed, as a Real Estate Agent and/or a Real Estate Broker, as set forth in the Code of Laws, of that particular State, relative to Real Estate Agent Licensing, in that State, and
- 24.1.2.** The Rules, and Regulations, as promulgated by the Real Estate License Commission of that State, relative to Real Estate Agents and Brokers, and
- 24.1.3.** The Rules, and Regulations, and Policies, as promulgated by the MLS, of which the Real Estate Agent/Subscrber is a Member, and The Rules, and Regulations, and Policies, as promulgated by the National Association of Realtors (NAR), and
- 24.1.4.** The Rules, and Regulations, and Policies, of the Real Estate Agency, or Brokerage, with which the Real Estate Agent/Subscrber is Associated, or Affiliated, and
- 24.1.5.** The Rules and Regulations, as promulgated by their Local Real Estate Association, and

#### **24.2. Part Two**

The Subscriber, irrespective of whether or not they are a Real Estate Agent, Acknowledges and Agrees that they must comply with the following Federal Laws, as set forth in certain Statutes, Rules, and Regulations, to-wit:

#### **24.2.1. Telemarketing And Consumer Fraud And Abuse Prevention Law/Regulation**

15 USC Ch. 87 / Sec. 6101-6108 (Title 15 of the United States Code, Chapter 87, Sections 6101 through 6108)

Website: Telemarketing And Consumer Fraud And Abuse Prevention  
(<https://uscode.house.gov/view.xhtml?req=granuleid%3AUSC-prelim-title15-chapter87&edition=prelim>),  
and

#### **24.2.2. Telemarketing Sales Rule**

(As Promulgated by the Federal Trade Commission), 16 CFR 310.1 – 310.9 ((Code of Federal Regulations, Title 16, Chapter 1, Subchapter C, Part 310, Sections 310.1 through Section 310.9)

Website: Telemarketing Sales Rule  
(<https://www.ecfr.gov/current/title-16/chapter-I/subchapter-C/part-310>)

Some States have a “State” Telemarketing Sales Rule. The Subscriber Agrees to determine if the State, in which, and to which, they are making Sales Calls, has any type of Laws, Rules, or Regulations, relative to Telemarketing Sales and, if so, the Subscriber Agrees to comply with the State’s Telemarketing Sales Rule, and the Federal Telemarketing Sales Rule.

The States also have certain Laws, Rules, and Regulations, relative to Telemarketing Licensing Requirements, and Telemarketing Registration Requirements. The Subscriber Agrees to determine if the State, in which they are making Sales Calls, has any type of Laws, Rules, or Regulations, relative to Telemarketing Licensing and Telemarketing Registration Requirements, and, if so, the Subscriber Agrees to comply with the State’s Telemarketing Licensing and Registration Requirements.

#### **24.2.3. Restrictions On Telemarketing, Telephone Solicitation, And Facsimile Advertising**

47 CFR, Part 64, Subpart L, Sections 64.1200-64.1202 (Title 47 of the Code of Federal Regulations, Chapter 1, Subchapter B, Part 64, Subpart L, Sections 64.1200 through 64.1202)

Website: RESTRICTIONS ON TELEMARKETING, TELEPHONE SOLICITING, AND FACSIMILE ADVERTISING (<https://www.ecfr.gov/current/title-47/chapter-I/subchapter-B/part-64/subpart-L>), and

#### **24.2.4. Telephone Consumer Protection Act (TCPA)**

47 USC Section 227 (Code of Federal Regulations, Title 47 of the United States Code, Section 227)

Website: TELEPHONE CONSUMER PROTECTION ACT / TCPA  
(<https://www.fcc.gov/sites/default/files/tcpa-rules.pdf>)

Some States have a “State” Telephone Consumer Protection Act (TCPA). The Subscriber Agrees to determine if the State, in which, and to which, they are making Sales Calls, has any type of Laws, Rules, and Regulations, relative to the concept of Telephone Consumer Protections and, if so, the Subscriber



Agrees to comply with the State's Telephone Consumer Protection Act (TCPA), and the Federal Telephone Consumer Protection Act (TCPA).

#### **24.2.5. The Truth In Caller ID Act**

16 CFR (Code of Federal Regulations) §310 4(a)(8), 47 CFR (Code of Federal Regulations) §64.1601(e) and 47 CFR (Code of Federal Regulations) §64.1604

#### **24.2.6. National Do-Not-Call Registry**

15 USC, Section 6151 (Title 15 of the United States Code, Chapter 87A, Sections 6151 through 6155)

Website: NATIONAL DO-NOT-CALL REGISTRY

(<http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title15-section6151&num=0&edition=prelim>), and

Also, in addition to the National Do-Not-Call Registry, some States have a "State" Do-Not-Call Registry. The Subscriber Agrees to determine if the State, in which they are making Sales Calls, or the State, to which they are making Sales Calls, has any type of Laws, Rules, or Regulations, relative to the Do-Not-Call Restrictions, and, if so, the Subscriber Agrees to comply with the State's Do-Not-Call Restrictions, and the Federal Do-Not-Call Restrictions.

#### **24.2.7. The "Controlling The Assault Of Non-Solicited Pornography And Marketing Act Of 2003" / The "Can-Spam Act Of 2003"**

15 USC, Sections 7701 – 7713 (Title 15 of the United States Code, Sections 7701 through 7713)

Website: THE CAN-SPAM ACT OF 2003

(<https://www.ftc.gov/legal-library/browse/statutes/controlling-assault-non-solicited-pornography-marketing-act-2003-can-spam-act>), and

#### **24.2.8. The "Pallone-Thune Telephone Robocall Abuse Criminal Enforcement And Deterrence Act" ("STIR/SHAKEN")**

(The "Pallone-Thune Traced Act"), 47 USC Section 227 (47 USC 227) (Title 47 of the United States Code, Section 227)

Website: THE TRACED ACT

(<https://www.congress.gov/bill/116th-congress/senate-bill/151/text>)

#### **24.2.9. The Recording And/Or Transcribing Of Conversations**

There are State and Federal Laws, Rules, and Regulations, relative to the Recording and/or Transcribing of Conversations, and, in particular, relative to the Recording and/or Transcribing of Telephone Conversations. The State Laws, Rules, and Regulations, relative to the Recording and/or Transcribing of Conversations, vary from State to State. The Subscriber Agrees that, prior to Recording and/or Transcribing any Conversation, and, in particular, Telephone Conversations, they will determine the Laws, Rules, and Regulations, for the particular State, from which they are making the Telephone Call and the Recording and/or Transcribing of that Telephone Call Conversation, and, also, for the State, to which they are making the Telephone Call and the Recording and/or Transcribing of that Telephone Call

Conversation. The Subscriber Agrees to comply with the applicable State and Federal Laws, Rules, and Regulations, relative to the Recording and/or Transcribing of Conversations, including Telephone Conversations.

The Subscriber Agrees to Indemnify, and hold Harmless, Symphony Source, LLC, and their Associated and/or Affiliated Companies, and all of their Members, Officers, Directors, Employees, Agents, and Representatives, and their Successors, and Assigns, from any, and all, Liability, as a result of the Violation, by the Subscriber, of any of the pertinent State and Federal Laws, Rules, and Regulations, relative to the Recording and/or Transcribing of Conversations, including Telephone Conversations, by virtue of their use of the Espresso Agent Service. The Subscriber also Agrees to consult an Attorney, in the event that they have any questions, relative to any of the pertinent State and Federal Laws, Rules, and Regulations, relative to the Recording and/or Transcribing of Conversations, including Telephone Conversations.

## **25. NOTICES FROM THE MLS AND/OR ATTORNEY TO THE SUBSCRIBER**

The Subscriber, who is signatory to this Agreement, Agrees that, in the event that they receive any type of Communication from the MLS, relative to their use of the Espresso Agent Service, either during the Term of this Agreement, or subsequent to the Termination of this Agreement, they will immediately advise Symphony Source, LLC, and they will forward a copy of the Communication to Symphony Source, LLC, via Electronic Communication (E-Mail), at the following Address, to-wit: cs@EspressoAgent.com, and they will immediately Telephone Espresso Agent Support, at 206-420-0205, to advise them of the Communication.

Also, in the event that the Subscriber is contacted by an Attorney, or receives any type of Communication from an Attorney, relative to their contact with a Property Owner, or relative to the Espresso Agent Service, during the Term of this Agreement, or subsequent to the Termination of this Agreement, they will immediately advise Symphony Source, LLC, and they will forward a copy of the Communication to Symphony Source, LLC, via Electronic Communication (E-Mail), at the following Address, to-wit: cs@EspressoAgent.com, and they will immediately Telephone Espresso Agent Support, at 206-420-0205, to advise them of the Communication.

## **26. NON-DISCLOSURE OF CONTACT INFORMATION BY THE SUBSCRIBER**

The Subscriber, who is signatory to this Agreement, hereby Agrees that they will not disclose, to the Contact/Property Owner, and/or any other Third-Party, the source of their Contact Information. Also, the Subscriber Agrees that they will not disclose, to the Contact/Property Owner, and/or any other Third-Party, the Name of, or any Information about, Symphony Source, LLC or the Espresso Agent Service.

## **27. NOTICE TO THE COMPANY, BY THE SUBSCRIBER, RELATIVE TO THE CESSATION OF THEIR MEMBERSHIP IN THE MULTIPLE LISTING SERVICE (MLS)**

In the event that the Subscriber is a Member of an MLS, the Subscriber Agrees to Notify the Company, Symphony Source, LLC, in the event of their Cessation of Membership in the MLS, for whatever reason. The Subscriber will immediately advise the Company, Symphony Source, LLC, via Electronic Communication (E-Mail), at the following Address, to-wit: cs@EspressoAgent.com, and they will immediately Telephone Espresso Agent Support, at 206-420-0205, to advise them, as well.

## **28. DISCLOSURE, BY THE COMPANY, OF THE SUBSCRIBER'S NON-FINANCIAL INFORMATION**

The Subscriber expressly Acknowledges, and Agrees, that the Company may share the Information, which they have provided to the Company, with Associated and/or Affiliated Third-Parties of the Company, and the Company's Third-Party Vendors and Service Providers. The Disclosure, by the Company, of the Subscriber's Information, will not include the Subscriber's Credit Card Information, or any of their other Financial Information.

## **29. CONSENT OF THE SUBSCRIBER, RELATIVE TO COMMUNICATION WITH THE COMPANY**

The Subscriber does hereby give their Express Written Consent, to the Company, to Communicate with them, by Telephonic Communication, through their Cellular Telephone, and their Land-Line Telephone, and their Business Telephone, and through any other Telephonic Communication Methods, and by Electronic Communication (E-Mail), and by Text Messaging (Short Message Service) (SMS). The Subscriber Agrees that the Company may Communicate with them, relative to any, and all, aspects of the Espresso Agent Service, including, but not limited to, General Information, Promotional Information, Marketing Information, and Support Issues and Inquiries. The Subscriber Agrees that the Company may Communicate with them, as set forth hereinabove in this Section, during the Term of their Subscription, and subsequent to the Termination of their Subscription, unless the Subscriber advises the Company otherwise.

## **30. THE SUBSCRIBER'S CODE OF CONDUCT, RELATIVE TO THE USE OF THE ESPRESSO AGENT SERVICE**

The Subscriber agrees that, at all times that they are a Subscriber to the Espresso Agent Service, they will conduct themselves in a Proper, Polite, Courteous, and Respectful manner, relative to their Interaction with the Sales Representatives, Support Personnel, and all of the other Agents, Employees, and Representatives, of the Espresso Agent Service. Also, the Subscriber Agrees to conduct themselves, likewise, relative to the following types of Interactions, to-wit:

- 30.1.** With the Property Owner, and any, and all other Individuals, with whom they Interact, as a result of the Contact Information, which the Subscriber received, by virtue of their use of the Espresso Agent Service, and
- 30.2.** Their participation in any Inter-active Programs, sponsored by Symphony Source, LLC and Espresso Agent, such as, Launch and Objection Slayers, which Programs are streamed over the Internet, and
- 30.3.** Their Interaction with other Individuals, through their use of any type of Social Media, or otherwise, which Interaction is the result of their Contact with Individuals, by virtue of their use of the Espresso Agent Service and/or their Inter-active Programs, such as, Launch and Objection Slayers, and
- 30.4.** Not to Post on any Social Media Platform, any Derogatory, Inflammatory, Offensive, Vile, Abusive, Discriminatory, Pornographic, or Threatening Statements or Comments.

The Company may Terminate the Subscriber's Subscription to the Espresso Agent Service, in the event that the Company determines, in their Sole Discretion, that the Subscriber has Violated the Provisions of this Code of Conduct Section of this Agreement. The Company may Terminate the Subscriber's Service, Immediately, relative to such Violation by the Subscriber, of this Section of the Agreement, and the Company will not be required to refund any of the Subscriber's Fee for the Espresso Agent Service. In addition, the Company may take such other, and further action, which they deem to be appropriate, including, but not limited to, a Legal Action for Injunctive Relief, Monetary Damages, and any other type of Relief, which may be available to the Company, relative to the Violation, by the Subscriber, of this Section of the Subscription Agreement.

### **31. ACKNOWLEDGEMENT OF THIS AGREEMENT, BY THE SUBSCRIBER**

The Subscriber, who agrees to this Symphony Source, LLC/Espresso Agent Terms and Conditions Agreement, does hereby Acknowledge that this Agreement sets forth their understanding, and Agreement, relative to their use of the Espresso Agent Service. The Subscriber also expressly Acknowledges, and Agrees, that they will comply with all of the Terms and Conditions, as set forth in various Sections of this Agreement, relative to their use of the Espresso Agent Service. By typing in the Subscriber name and clicking the button to accept this Agreement, the Subscribers have accepted all Terms and Conditions of this Agreement.