



TERMS OF SERVICE

OVERVIEW

These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content. Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current platform shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

SECTION 1 – ONLINE PLATFORM TERMS

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

SECTION 2 – GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting



networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

SECTION 3 – MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

SECTION 4 – BETA TESTERS AND EXPECTATIONS

Occasionally, we seek beta testers to help test new features. These features will be identified as “beta” or “pre-release,” or words or phrases with similar meanings (each, a “Beta Product”). Beta Products may not be ready for full release to the public so they are made available “as is,” and any warranties or contractual commitments we make for other Services do not apply.

Should Customer encounter any faults with our Beta Products, we would love to hear about them; our primary reason for running any beta programs is to iron out issues before making a new feature widely available. Beta Products may or may not be incorporated into the Services at our sole discretion.

SECTION 5 – USE OF SERVICES AND REMOVAL RIGHTS

Customer and any Authorized Users must comply with the Terms of Service. We may review conduct for compliance purposes, but we have no obligation to do so. The Services are not intended for and should not be used by anyone under the age of 18.



Customer must ensure that all Authorized Users are over 18 years old. Customer is solely responsible for providing high speed internet service for itself and its Authorized Users to access and use the Services.

SECTION 6 – PAYMENT OBLIGATIONS PAYMENT TERMS

For Customers that purchase our Services, fees are specified and must be paid in advance. Payment obligations are non-cancelable and fees paid are non-refundable. Fees are stated exclusive of any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction (collectively, “**Taxes**”). Customer will be responsible for paying all Taxes associated with its purchases, except for those taxes based on our net income. Should any payment for the Services be subject to withholding tax by any government, Customer will reimburse us for such withholding tax.

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel service requests per person, per company or per order. These restrictions may include orders placed by or under the same customer account and/or, the same credit card. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or phone number provided at the time the order was made.

You agree to provide current, complete and accurate purchase and account information for all purchases made on our platform. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

SECTION 7 – AVAILABILITY OF SERVICES

For all Service plans, we will use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, excluding planned downtime. Also, because we rely on third parties to provide portions of the Services, we cannot guarantee continuous provision of the same when those third parties fail to perform, although we will do our best to select proper third-party providers and hold them to our high standards.

We expect planned downtime to be infrequent but will endeavor to provide Customer with advance notice (e.g., through the Services), if we think it may exceed 15 continuous minutes.



SECTION 8 – PROTECTING CUSTOMER DATA

The protection of Customer Data is a top priority for us so we will maintain administrative, physical, and technical safeguards consistent with industry standards. Those safeguards include measures for preventing unauthorized access, use, modification, deletion and disclosure of Customer Data by our personnel.

Customer (not us) bears sole responsibility for adequate security, protection and backup of Customer Data when in Customer's or its representatives' or agents' possession or control.

SECTION 9 – OWNERSHIP AND PROPRIETARY RIGHTS

Customer will own all Customer Data. Subject to the terms and conditions of the Contract, Customer (for itself and all of its Authorized Users) grants us a limited term license to access, use, process, copy, distribute, perform, export and display Customer Data, only as reasonably necessary (a) to provide, maintain and update the Services; (b) to prevent or address service, security, support or technical issues; (c) as required by law or as permitted by the Data Request Policy (incorporated herein by reference); and (d) as expressly permitted in writing by Customer.

Customer represents and warrants that it has secured all rights in and to Customer Data as may be necessary to grant this limited license.

We own and will continue to own our Services, including all related intellectual property rights. Customers and Authorized Users simply have a right to use the Services provided, consistent with the terms of the Contract.

SECTION 10 – TERM AND TERMINATION CONTRACT TERM

The Contract remains effective until all subscriptions ordered under the Contract have been terminated or the Contract itself terminates. Termination of the Contract will terminate all subscriptions.

Unless otherwise agreed by Customer and us in writing, (a) all subscriptions automatically renew for additional periods equal to one (1) year or the preceding term, whichever is shorter; and (b) the per-unit pricing during any automatic renewal term will remain the same as it was during the immediately prior term.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you



no longer wish to use our Services, or when you cancel/delete your account. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

Following termination of subscription(s), we will have no obligation to maintain or provide any Customer Data and may thereafter, unless legally prohibited, delete all Customer Data in our systems or otherwise in our possession or under our control.

If a Customer opts to cancel an annual subscription and switch to a monthly plan, the subscription rate will revert to the standard monthly pricing. Additionally, if the Customer requests to terminate any subscription prior to the end of the term, we may, at our discretion, offer a refund for the remaining time on the subscription, less any applicable payment processing fees incurred by us.

SECTION 11 – REPRESENTATIONS & DISCLAIMER OF WARRANTIES

Customer represents and warrants that it has validly entered into the Contract and has the legal power to do so. Customer further represents and warrants that it is responsible for the conduct of its Authorized Users and their compliance with the terms of this Contract and the User Terms.

EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, THE SERVICES AND ALL RELATED COMPONENTS AND INFORMATION ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

SECTION 12 – LIMITATION OF LIABILITY

IN NO EVENT WILL WE, OR CUSTOMER, HAVE ANY LIABILITY TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE



POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

Customer is responsible for all login credentials, including but not limited to, usernames and passwords, and for ensuring access to account is limited to intended and authorized users. We will not be responsible for any damages, losses or liability to Customer, Authorized Users, or anyone else, if (a) login credentials are not kept confidential by Customer or its Authorized Users, (b) login credentials are provided by Customer or Authorized User to an unauthorized third-party logging into and accessing the Services; or (c) login credentials are provided by Customer or Authorized Users to unintended/unauthorized individuals.

The limitations under this "Limitation of Liability" section apply with respect to all legal theories, whether in contract, tort or otherwise, and to the extent permitted by law. The provisions of this "Limitation of Liability" section allocate the risks under this Contract between the parties, and the parties have relied on these limitations in determining whether to enter into this Contract for the Services.

SECTION 13 – PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the platform or its content:

(a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

SECTION 14 – INDEMNIFICATION

You agree to indemnify, defend and hold harmless CMA Everyday LLC and our subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from



any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SECTION 15 – SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

SECTION 16 – PROTECTION AND USE OF CONFIDENTIAL INFORMATION

The Receiving Party will (a) take at least reasonable measures to prevent the unauthorized disclosure or use of Confidential Information, and limit access to those employees, affiliates and contractors who need to know such information in connection with the Contract; and (b) not use or disclose any Confidential Information of the Disclosing Party for any purpose outside the scope of this Contract. Nothing above will prevent either party from sharing Confidential Information with financial and legal advisors; provided, however, that the advisors are bound to confidentiality obligations at least as restrictive as those in the Contract.

The Receiving Party may access or disclose Confidential Information of the Disclosing Party if it is required by law; provided, however, that the Receiving Party gives the Disclosing Party prior notice of the compelled access or disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the access or disclosure. Without limiting the foregoing, please review the Data Request Policy for details on how requests may be made for the disclosure of Customer Data and how we will handle those requests. If the Receiving Party is compelled by law to access or disclose the Disclosing Party's Confidential Information, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing access to such Confidential Information as well as the reasonable cost for any support provided in connection with the Disclosing Party seeking a protective order or confidential treatment for the Confidential Information to be produced.



SECTION 17 – ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on our platform or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service). Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

SECTION 18 – GOVERNING LAW

The Contract, and any disputes arising out of or related to the Contract, will be governed exclusively by the laws of the State of Hawaii, without regard to Hawaii's conflicts of laws rules or the United Nations Convention on the International Sale of Goods, or any other conflicts of law rules. The state and federal courts located in the City and County of Honolulu, State of Hawaii will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to the Contract or its formation, interpretation or enforcement. Each party hereby consents and submits to the exclusive jurisdiction of such courts.

EACH PARTY ALSO HEREBY WAIVES ANY RIGHT TO JURY TRIAL IN CONNECTION WITH ANY ACTION OR LITIGATION IN ANY WAY ARISING OUT OF OR RELATED TO THE CONTRACT.

SECTION 19 - CONSENT TO USE ASSIGNED PHONE NUMBERS

You will be assigned a dedicated Twilio smart number for the purpose of receiving inquiries from homeowners.

By agreeing to these terms, you acknowledge and agree to the following:

- **Twilio Smart Number:** You will be assigned a Twilio smart number which will be used to receive communications (calls, SMS) from homeowners regarding real estate services and property inquiries.
- **Compliance with Messaging Laws:** You agree to comply with all applicable laws and regulations related to messaging, including but not limited to the Telephone Consumer Protection Act (TCPA) and A2P 10DLC regulations.



- Message Compliance: You agree not to send unsolicited, spam, or irrelevant messages using the Twilio smart number, and any violations may result in suspension or termination of services.

SECTION 20 – CHANGES TO TERMS OF SERVICE

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

SECTION 21 – CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at support@cmaeveryday.com