

Evrlyst Terms of Use

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Welcome and thank you for your interest in Evrlyst (Evrlyst also referred to as "us," "our," or "we"). By creating a membership listing, or by otherwise using our website, or accessing any content provided by us, you agree to be bound by the following terms of use, as updated from time to time (the "Terms of Use").

1. Evrlyst Role. Evrlyst may assist you in performing the various tasks in a real estate transaction. However, THE SERVICES ARE NOT INTENDED TO: provide you with any financial, real estate, or related advice of any kind. You understand and agree that Evrlyst website may include advertisements.

A. Evrlyst and its founder (Lisa Jenkins) are not real estate brokers or licensed in any state to buy or sell real estate. Evrlyst and its founder (Lisa Jenkins) assumes no responsibility for any result or consequence related directly or indirectly to any action or inaction that you or any consumer takes based on the use of Evrlyst or any other information available through or in connection with Evrlyst.

2. Everlyst Use. Any use of any of the Evrlyst website and its' services provided by Evrlyst is subject to these Terms of Use. Services offered by others using Evrlyst may be subject to a Product's Terms or additional terms of use as available on their respective websites, networks, mobile applications or otherwise.

- **A. Affiliated Business Relationship Notice:** This is to give you notice of business that are not affiliated companies. Evrlyst may refer to you the services of another company through the use of the Evrlyst website however each of those businesses or services or their subsidiaries have their own use and privacy policies. Because of these relationships, any referrals of you by Evrlyst will fall to the affiliate's own policies with no financial or other benefit to Evrlyst or founder.

3. Eligibility; Membership Accounts and Registration. You must be at least 18 years of age to use the Services. By agreeing to these Terms of Use, you represent and warrant that: (a) you are at least 18 years of age; (b) you have not previously been suspended or removed from Evrlyst; and (c) your registration and your use of Evrlyst is in compliance with all applicable laws and regulations. To access some features of the Evrlyst, you may be required to register for an account and agree to these terms of use and policies. When you register for a membership account you will be asked to provide us with some information about yourself, such as email address, phone number, or other contact information. You agree that the information you provide is accurate and that you will keep it accurate and up-to-date at all times. When you register, you will be asked to provide a password. You are solely responsible for maintaining the confidentiality of your account and password, and you

are responsible for all actions taken via your account. You may not share your user account(s) with others. Unless you have entered into a commercial agreement with us permitting you to use the services for transactions on behalf of another person, you may only use the Services for transactions on your own behalf.

4. Use of the Services; Restrictions.

- **A. Use of the Services.** As long as you comply with these Terms of Use, Evrlyst grants you a non-exclusive, limited, revocable, personal, non-transferable license to use the Evrlyst website. If you are a real estate or mortgage professional acting in your professional capacity, you may additionally use the Evrlyst website to provide information, to the extent permitted by applicable law, to your clients and to take actions on behalf of your clients ("Pro Use"). If you use the Evrlyst website for a Pro Use, you represent and warrant that you have obtained all required authorizations and consents from your client. Except as expressly stated herein, these Terms of Use do not provide you with a license to use, reproduce, distribute, display or provide access to any portion of the Evrlyst website on third-party web sites or otherwise.
- **B. Use of Content.** Subject to the restrictions set forth in these Terms of Use, you may copy information from the Evrlyst website without the aid of any automated processes and only as necessary for your personal use or Pro Use to view, save, print, fax and/or e-mail such information. Notwithstanding the foregoing, the aggregate level data provided on the Evrlyst website may be used for non-personal uses, e.g., real estate market analysis. You may only display and distribute derivative works of the data (e.g., within a graph), so long as the Evrlyst website is cited as a source on every page where the data is displayed, including "Data Provided by Evrlyst.com". Such citation may not include any of our logos without our prior written approval or imply any relationship between you and the Evrlyst website beyond that the Evrlyst website is the source of the data. You are prohibited from displaying any other Evrlyst websites' data without prior written approval.

5. Prohibited Use. BY USING THE EVRLYST WEBSITE, YOU AGREE NOT TO:

- reproduce, modify, distribute, display or otherwise provide access to, create derivative works from, decompile, disassemble, or reverse engineer any portion of the Evrlyst website, except as explicitly permitted by Evrlyst.
- remove or modify any copyright or other intellectual property notices that appear in the Evrlyst website.
- use the Evrlyst website in any way that is unlawful, or harms Evrlyst, suppliers, affiliates, or any other user;
- use the Evrlyst website in any way to discriminate against any individual or class of individuals protected under federal, state or local laws, or which may have a discriminatory impact against

any individual or class of individuals, or which otherwise promotes illegal, racist or discriminatory activities or outcomes;

- distribute or post spam or other unsolicited messages, chain letters, pyramid schemes, or similar communications through the Evrlyst website.
- impersonate another person, misrepresent your affiliation with another person or entity, or make any representation to any third party under false pretenses;
- reproduce, publicly display, or otherwise make accessible on or through any other website, application, or service any reviews, ratings, or profile information about real estate, lending, or other professionals, underlying images of or information about real estate listings, or other data or content available through the Evrlyst website, except as explicitly permitted by us for a particular portion of the Evrlyst website.
- upload invalid data, viruses, worms, or other software agents to the Evrlyst website.
- post, reproduce, publicly display, or otherwise make accessible any content, which we, in our sole judgement and discretion, consider illegal, offensive or objectionable including without limitation content that harasses, discriminates, demeans, threatens or disparages any individual or class of individuals;
- interfere with, or compromise the system integrity or security of the Evrlyst website, or otherwise bypass any measures we may use to prevent or restrict access to the Evrlyst website.
- conduct automated queries (including screen and database scraping, spiders, robots, crawlers, bypassing "captcha" or similar precautions, or any other automated activity with the purpose of obtaining information from the Evrlyst website) on the Evrlyst website.
- use any of the Evrlyst websites' trademarks as part of your screen name or email address on the Evrlyst website.
- access or use any of the Evrlyst website to develop competitive products or services. or
- attempt to, or permit or encourage any third party to, do any of the above.

6. Fees.

- **A. Generally.** You may be required to pay fees to access certain features of the Evrlyst website. All fees are in U.S. dollars and are non-refundable. If Evrlyst changes the fees for all or part of any of the Evrlyst website, including by adding fees or charges, we will provide you advance notice of those changes. If you do not accept the changes, Evrlyst may discontinue providing the applicable part of the Evrlyst website to you. Our authorized third-party payment processors will charge the payment method you specified at the time of purchase or as agreed to as part of the selected membership. You authorize us to charge all fees as described in these Terms of Use for the membership you select to that payment method. If you pay any fees with a credit card, Everlyst may seek pre-authorization of your credit card account before your purchase to verify that the credit card is valid and has the necessary funds or credit

available to cover your purchase.

B. Membership. The memberships may include features that allow for automatically recurring payments for periodic charges. If you decide to activate a membership, you authorize us to periodically charge, on a going-forward basis and until cancellation of either the recurring payments or your membership, all accrued sums on or before the payment due date for the accrued sums. The membership will continue unless and until you cancel your subscription, or we terminate it. You must cancel your membership before it renews in order to avoid billing of the next periodic subscription fee to your account. Evrlyst will bill the periodic subscription fee to the payment method you provide to Evrlyst during registration (or to a different payment method if you change your payment information). Evrlyst may change the membership fee for any membership period but will provide you advance notice of any increase before it applies. Unless otherwise stated in Terms of Use, you may cancel a membership through the settings page in your account; by contacting us at info@evrlyst.com; or, if applicable, by contacting your business consultant.

7. User Materials.

- **A. UGC Definition; License Grant.** Certain portions of the Evrlyst website may allow users to upload or otherwise provide Evrlyst images, photos, video, data, text, listings, and other content ("User Materials"). Absent any additional terms provided in Terms of Use, by uploading or otherwise providing User Materials to the Evrlyst website, you grant us an irrevocable, perpetual, royalty-free worldwide license to: (i) use, copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, modify, prepare derivative works of or incorporate into other works, and translate your User Materials, in connection with the Evrlyst website or in any other media; and (ii) sublicense these rights, to the maximum extent permitted by applicable law. Evrlyst will not pay you for your User Materials or to exercise any rights related to your User Materials set forth in the preceding sentence. Evrlyst may remove or modify your User Materials at any time. You are solely responsible for all User Materials made through your user account(s) on the Evrlyst website or that you otherwise make available through the Evrlyst website. For all User Materials, you represent and warrant that you are the creator and owner of the User Materials, or have the necessary licenses, rights, consents, and permissions (including all permissions required under applicable privacy and intellectual property law) to authorize Evrlyst and other users to access and use your User Materials as necessary to exercise the licenses granted by you under these Terms of Use. We will not use client contact information that is uploaded by agents into the Evrlyst membership portal for any purpose, unless that client contact information is otherwise provided to us directly by the client.
- **B. Disclaimer.** Evrlyst is under no obligation to edit or control your User Materials or the User Materials of any other User and will not be in any way responsible or liable for any User Materials. Evrlyst may, however, at any time and without prior notice, screen, remove, edit, or block any User content on the Evrlyst website, including User Materials, that in our sole

judgment violates these Terms of Use or we find otherwise objectionable, including any violation of our privacy policy. You understand that when using the Evrlyst website, you may be exposed to User Materials of other users and acknowledge that User Materials may be inaccurate, offensive, indecent, or objectionable. You agree to waive, and do waive, any legal or equitable right or remedy you may have against Evrlyst with respect to User Materials. We expressly disclaim any and all liability in connection with User Materials. If notified by a user or content owner that User Materials allegedly do not conform with these Terms of Use, we may investigate the allegation and determine in our sole discretion whether to remove those User Materials, which Evrlyst reserves the right to do at any time and without notice. For more information on our handling of infringing content, please see Section 11 below.

8. Third Party/Linked Services/Sent information.

- **A. Generally.** The Evrlyst website includes links to third-party products, services, and websites, as well as materials provided by third parties, and may include functionality that allows for the distribution of your User Materials or your personal information (collectively, your “User Information”) to third parties not under our control (each, a “Third-Party Provider”). Third-Party Providers are solely responsible for their services. You are responsible for your use and submission of User Information to any third party, and your dealings or business conducted with any third party arising in connection with the Evrlyst website are solely between you and such third party. Your use of third-party sites, services, or products may be subject to associated third-party terms of use and privacy policies or other agreements, which you are solely responsible for complying with. Evrlyst does not endorse, and take no responsibility for such products, services, Web sites, and materials, or a Third-Party Provider’s use of your User Information. By using a tool that allows for User Information to be transferred, you agree that Evrlyst may transfer the applicable User Information or other information to the applicable third-parties, which are not under our control. If you submit a contact form or otherwise indicate your interest in contacting a Third-Party Provider, you may receive telemarketing calls from the Third-Party Provider using the contact information you provided. Third-Party Providers may keep your contact information and any other information received by the Third-Party Provider in processing a contact or other request form. We are not responsible for any damages or costs of any type arising out of or in any way connected with your dealings with these third parties.

- **B. Certain Third-Party Services.**
 - (i) Referrals and Lead Sales. As part of the Evrlyst website, you may be connected with a real estate professional. You authorize us to make such referral or lead sale and acknowledge that Evrlyst may be paid valuable consideration for facilitating such connection. As part of the Evrlyst website, you may be connected to a party that provides mortgage loan origination services, title and escrow services, or other

settlement services. In the event that any of these parties have an affiliated relationship with Evrlyst, then Evrlyst may receive a financial or other benefit from the referral between such affiliates

- (ii) Non-Affiliated Financial Products. If you choose to contact a non-affiliated bank, mortgage lender, financial institution, mortgage loan originator, loan broker, or other mortgage professional through the Evrlyst website by filling out a contact, other request form or otherwise indicating your interest in contacting (or being contacted by) a Third-Party Provider (including requests for mortgage rate quotes) on the Evrlyst website, you authorize Evrlyst, in particular to provide the information you submit to the Third-Party Provider. If you include your name, contact information and other information in a request, your identity will no longer be anonymous to the Third-Party Provider. Your submission of information and any request for quotes through the Evrlyst website is not an application for credit. In the case of non-affiliated financial products, Evrlyst is only providing an administrative service to consumers and participating Third-Party Providers. Loan approval standards are established and maintained solely by individual Third-Party Providers. Decisions in any related non-affiliated transactions are made by participating Third-Party Providers and are not made by Evrlyst and Evrlyst is not responsible for the underwriting activities or credit decisions of any Third-Party Provider. Any non-binding quotes provided by Evrlyst for Third-Party Providers' financial products are not intended to be official Loan Estimates as defined in the Real Estate Settlement Procedures Act or the Truth in Lending Act or otherwise serve as a disclosure of any specific loan terms or conditions under any state or federal law. Interest rates displayed through the Services are for informational purposes only and reflect non-binding quotes of the terms a Third-Party Provider might offer an applicant fitting a consumer's anonymous profile. Actual interest rates may vary. Consumers should rely on their own judgment in deciding which available loan product, terms, and Third-Party Provider best suit their needs and financial means. Except as set forth in Section 8(b)(i) above or as otherwise disclosed to you or provided in other Product's Terms, Evrlyst: (a) is not a Third-Party Provider, loan originator, loan processor or underwriter; (b) does not aid or assist applicants in obtaining loans, solicit applicants or Third-Party Providers for loans, or offer or negotiate terms of applications or loans; (c) does not take mortgage applications, make loans or credit decisions or prequalify or preapprove applicants for loans; (d) is not an agent of either any consumer or any Third-Party Provider; (e) does not endorse, refer or recommend any Third-Party Provider that pays Evrlyst or the products of any Third-Party Provider that pays Evrlyst; (f) is not responsible for any errors or delays caused by consumers or any Third-Party Provider in the loan process; and (g) does not guarantee offer of, or acceptance into, any particular loan program or specific loan terms, conditions, or rates with any Third-Party Provider, or that any rates or terms will be the best available.

- **B. Additional Terms for Third Party Services.** Certain aspects of the Evrlyst website may include third-party tools that are subject to additional third-party terms, including, but not limited to, the following:
 - (i) Windows Live Virtual Earth. Windows Live Virtual Earth imagery is supplied by Microsoft Corporation, and use is subject to the Microsoft MapPoint Terms of Use available at <http://www.microsoft.com/maps/assets/docs/terms.aspx>.
 - (ii) Google Maps. Some of the Services implement the Google Maps web mapping service. Your use of Google Maps is subject to Google's terms of use, available at http://www.google.com/intl/en_us/help/terms_maps.html, and Google's Privacy Policy, available at <https://www.google.com/intl/ALL/policies/privacy/index.html>

9. Intellectual Property. The Evrlyst website is owned and operated by Evrlyst. The user interfaces, design, information, data, code, products, software, graphics, and all other elements of the Evrlyst website that Evrlyst provides are protected by intellectual property and other laws and are the property of Evrlyst or Evrlysts' third-party licensors. Except as expressly allowed by these Terms of Use, you may not make use of Evrlysts' Materials, and Evrlyst reserve all rights to Evrlysts' Materials and Services not granted expressly in these Terms of Use.

Intellectual Property Notices:

Certain content on the Evrlyst website may be owned by others. The names of actual companies, products, and services mentioned herein may be the trademarks of their respective owners. Any rights not expressly granted herein are reserved. Evrlyst does not assert copyright or grant any rights to the underlying images or descriptions of real estate listings provided through the Evrlyst website. Any use of these images and descriptions is subject to the copyright owner's permission and the requirements of applicable law.

10. Feedback. If you choose to provide input and suggestions regarding the Evrlyst website, including related to any of Evrlysts' Materials ("Feedback"), then you hereby grant Evrlyst an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to use the Feedback in any manner and for any purpose, including the improvement of the Evrlyst website or create other products and services.

11. Claims of Copyright Infringement. Evrlyst respects the intellectual property rights of others and asks that everyone using the Evrlyst website do the same. Anyone who believes that their work has been reproduced on the Evrlyst website in a way that constitutes copyright infringement may

notify our copyright agent in accordance with Title 17, United States Code, Section 512(c)(2), by providing the following information:

- (i). Identification of the copyrighted work that you claim has been infringed;
- (ii). Identification of the material that you claim is infringing and needs to be removed, including a description of where it is located on the Evrlyst website so that the copyright agent can locate it;
- (iii). Your address, telephone number, and, if available, e-mail address, so that the copyright agent may contact you about your complaint; and
- (iv). A signed statement that the above information is accurate; that you have a good faith belief that the identified use of the material is not authorized by the copyright owner, its agent, or the law; and, under penalty of perjury, that you are the copyright owner or are authorized to act on the copyright owner's behalf in this situation.
- Notices of copyright infringement claims should be sent as follows:
 - By Mail:
 - Evrlyst
 - 112 Cornell Ave
 - Rice Lake, WI 54868
 - Attention: Copyright Agent
 - By Email:
 - info@evrlyst.com
 - Attention: Copyright Agent
 - If you give notice of copyright infringement by e-mail, Evrlyst may begin investigating the alleged copyright infringement; however, Evrlyst must receive your signed statement by mail or as an attachment to your e-mail before Evrlyst is required to take any action.

12. Deactivation/Deletion /Changes to Agreement. Except as stated in any Product's Terms, you may deactivate your membership at any time by selecting "deactivate account" in your account settings. You can delete your membership and all of your account data by submitting a request to "delete your data" at . If you deactivate or delete your account, you remain obligated to pay all

outstanding fees, if any, incurred prior to termination relating to your use of the Evrlyst website. If you violate any provision of these Terms of Use, your permission from Evrlyst to use the Evrlyst website will terminate automatically. In addition, Evrlyst may, in Evrlysts' sole discretion, deactivate, suspend, or terminate your access to your account on the Evrlyst website at any time for any reason, with or without notice. Evrlyst may alter, suspend or discontinue use of the Evrlyst website without notice. Evrlyst will not be liable whatsoever for any change to the Evrlyst website or any suspension or termination of your access to, or use of the Evrlyst website. Evrlyst reserves the right to change these Terms of Use at any time in its sole discretion on a going-forward basis. Evrlyst will make commercially reasonable efforts to notify you of any material changes to these Terms of Use. Your continued use of the Evrlyst website after any updates are effective will represent your agreement to the revised version of the Terms of Use. Your continued use of the Evrlyst website after the effectiveness of such changes will constitute acceptance of, and agreement to, any such changes. You further waive any right you may have to receive specific notice of such changes to these Terms of Use. You are responsible for regularly reviewing these Terms of Use.

13. Privacy Policy/Other Terms.

- **A. Privacy Policy.** Evrlyst will collect, use, store, and disclose personal information in accordance with our Privacy Policy. Please consult the Privacy Policy for more information, which is incorporated into, and made a part of, these Terms of Use.
- **B. Other Terms.** Your use of the Evrlyst website is subject to all additional guidelines, rules, Product's Terms, and agreements applicable to the Evrlyst website or certain features of the Evrlyst website that Evrlyst may post on, or link to, from the Evrlyst website, such as rules applicable to a particular product or content available through the Evrlyst website. If you are a non-affiliated Third-Party Provider who has created an industry professional account with Evrlyst, you are subject to these Terms of Use. Additionally, if you are a non-affiliated Third-Party Provider who participates in any services offered by Evrlyst you are also subject to these Terms of Use.

14. Indemnification. You agree to indemnify, defend, and hold harmless Evrlyst, their affiliates, and founders, officers, employees, and agents from any and all claims and demands made by any third party due to or arising out of: (a) your access to or use of the Evrlyst website; (b) your breach of these Terms of Use; (c) your violation of any law or the rights of a third party; (d) any dispute or issue between you and any third party; (e) any User Materials you upload to, or otherwise make available through, the Evrlyst website; (f) your willful misconduct; and (g) any other party's access to or use of the Evrlyst website using your account and password. Evrlyst reserves the right, at their own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in that case, you agree to cooperate with Evrlysts' defense of that claim.

15. No Warranties. EVRLYST PROVIDES THE SERVICES "AS IS," "WITH ALL FAULTS" AND "AS AVAILABLE," AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVRLYST AND ITS SUPPLIERS MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED. EVRLYST AND THEIR SUPPLIERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OR CONDITIONS, EXPRESS, STATUTORY AND IMPLIED, INCLUDING WITHOUT LIMITATION: (A) WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, ACCURACY, TITLE, QUIET ENJOYMENT, NO ENCUMBRANCES, NO LIENS AND NON-INFRINGEMENT; (B) WARRANTIES OR CONDITIONS ARISING THROUGH COURSE OF DEALING OR USAGE OF TRADE; AND (C) WARRANTIES OR CONDITIONS OF UNINTERRUPTED OR ERROR-FREE ACCESS OR USE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE EVRLYST WEBSITE OR ANY MATERIALS AVAILABLE THROUGH THE EVRLYST WEBSITE WILL CREATE ANY WARRANTY REGARDING ANY EVRLYSTS' ENTITY OR THE EVRLYST WEBSITE THAT IS NOT EXPRESSIVELY STATED IN THESE TERMS OF USE. YOU ASSUME ALL RISK FOR ANY DAMAGE THAT MAY RESULT FROM YOUR USE OF OR ACCESS TO THE EVRLYST WEBSITE, YOUR DEALING WITH ANY OTHER USER, AND ANY MATERIALS, INCLUDING ALL USER AND EVRLYSTS' MATERIALS, AVAILABLE THROUGH THE EVRLYST WEBSITE. YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE EVRLYST WEBSITE , AND USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAINMENT OF MATERIALS THROUGH THE EVRLYST WEBSITE AND ANY ASSOCIATED SITES OR SERVICES, ARE AT YOUR OWN DISCRETION AND RISK, AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE EVRLYST WEBSITE), OR THE LOSS OF DATA THAT RESULTS FROM THE USE OF THE EVRLYST WEBSITE OR THE DOWNLOAD OR USE OF THOSE MATERIALS. SOME JURISDICTIONS MAY PROHIBIT A DISCLAIMER OR WARRANTIES AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

16. Limitation of Liability/Exclusive Remedy. IN NO EVENT WILL EVRLYST OR ANY OF THEIR AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF, BASED ON, OR RESULTING FROM THESE TERMS OF USE OR YOUR USE OR ACCESS, OR INABILITY TO USE OR ACCESS, EVRLYST OR ANY MATERIALS ON THE EVRLYST WEBSITE, WHETHER BASED ON: (A) BREACH OF CONTRACT; (B) BREACH OF WARRANTY; (C) NEGLIGENCE; OR (D) ANY OTHER CAUSE OF ACTION, EVEN IF EVRLYST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVRLYST ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF MATERIALS; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE EVRLYST WEBSITE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE EVRLYST WEBSITE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY MATERIALS OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF

THE USE OF ANY MATERIALS POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE EVRLYST WEBSITE; OR (VII) USER MATERIALS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. THE AGGREGATE LIABILITY OF EVRLYST AND ANY OF THEIR AFFILIATES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, ANY PORTION OF THE EVRLYST WEBSITE OR OTHERWISE UNDER THESE TERMS OF USE, WHETHER UNDER CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF: (1) THE AMOUNT YOU HAVE PAID TO EVRLYST FOR THE SERVICES IN THE 12 MONTHS PRIOR TO THE EVENTS OR CIRCUMSTANCES GIVING RISE TO THE CLAIMS; OR (2) \$100. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL DAMAGES. ACCORDINGLY, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. EACH PROVISION OF THESE TERMS OF USE THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE AGREEMENT OF THE PARTIES. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS ITS ESSENTIAL PURPOSE.

17. Choice of Law; Disputes. These Terms of Use are governed by the laws of the State of Wisconsin, without giving effect to its conflict of laws' provisions. You agree to submit to the personal and exclusive jurisdiction and venue in the state and federal courts sitting in Barron County, Wisconsin for any and all disputes, claims and actions arising from or in connection with the Evrlyst website otherwise under these Terms of Use. Evrlyst operates the Evrlyst website from its offices in Wisconsin, and Evrlyst makes no representation that the Evrlyst website is appropriate or available for use in other locations.

18. General. You agree not to export from anywhere any part of the Evrlyst website provided to you, or any direct product thereof, except in compliance with, and with all licenses and approvals required under, applicable export laws, rules and regulations. All Services used by the U.S. Government are provided with the commercial license rights described herein. These Terms of Use may only be amended by a written agreement signed by authorized representatives of the parties to these Terms of Use. If any part of these Terms of Use is determined to be invalid or unenforceable, then the invalid or unenforceable provision will be replaced with a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms of Use will continue in effect. The section titles in these Terms of Use are solely used for the convenience of the parties and have no legal or contractual significance. Evrlyst may assign this Agreement, in whole or in part, at any time with or without notice to you. You may not assign these Terms of Use, or assign, transfer or sublicense your rights, if any, in the Evrlyst website. Evrlyst's failure to act with respect to a breach, or our choice to otherwise waive breach, by you or others does not waive its right to act with respect to subsequent or similar breaches. Except as expressly stated herein, these Terms of Use, and all expressly incorporated terms and agreements, constitute the entire agreement between you and Evrlyst with respect to the Evrlyst website and supersede all prior or contemporaneous communications of any kind between you and Evrlyst with respect to the Evrlyst website. The

following sections of these Terms of Use shall survive any termination of these Terms of Use: 3, 5-8, 10-12, and 14-22.

19. Consent to Communications. By using the Evrlyst website, you consent to receiving certain electronic communications from us as further described in the Privacy Policy. Please read the Privacy Policy to learn more. You agree that any notices, agreements, disclosures, surveys, or other communications that Evrlyst sends to you electronically will satisfy any legal communication requirements, including that those communications be in writing.

The Evrlyst website may provide web forms, links, or contact information, including phone numbers, that can connect you with Evrlyst or third parties, such as real estate agents and Third-Party Providers. Communications through these methods may be routed through a third-party service ("Communications Service"). Calls may be recorded or monitored for quality assurance, training, or customer service purposes. You will be notified at the beginning of a call if it may be recorded or monitored. You consent to such recording and monitoring by Evrlyst or the Communications Service. Evrlyst also uses the Communications Service to track phone calls and text messages between you and real estate professionals so that we and the real estate professional can access certain details about the contact. As part of this process, we and the Communications Service will receive in real time, and store, data about your call or text message, including the date and time of the call or text message, your phone number, and the content of the text message. You consent to these practices by us and the Communications Service. The information is subject to the Privacy Policy.

20. Notice to California Residents. If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the Evrlyst website or to receive further information regarding use of the Evrlyst website.

21. Contact Information. The Evrlyst website is offered by Evrlyst, located at 112 Cornell Ave, Rice Lake, WI 54868. You may contact Evrlyst by sending correspondence to that address or emailing info@evrlyst.com.