

WEBSITE USE - AgentStat.com

General

AgentStat, Inc., its corporate affiliates (collectively, "AgentStat") operate Web sites (including mobile-optimized Web sites), associated Web pages, associated mobile apps, and other applications, linking to or bearing these Terms of Use and operated by or on behalf of AgentStat (collectively, the "AgentStat Network"). Any person accessing or using the AgentStat Network is referred to as "you."

Acceptance of Terms

By accessing or using any part of the AgentStat Network or the services provided on it or other Web sites, Web pages or other applications as set forth below (collectively, the "Services"), you agree to accept and comply with the terms, conditions, and notices stated herein and as may be modified by AgentStat from time-to-time without notice to you (the "Terms of Use"). These Terms of Use constitute a binding contract between AgentStat and you. You are responsible for regularly reviewing the Terms of Use. You can review the most current version of the Terms of Use at any time at: <https://www.AgentStat.com/terms-of-use>. If you do not wish to be bound by these Terms of Use, please do not access or use any part of the AgentStat Network.

Additional terms may govern use of certain Web sites or other parts of the AgentStat Network. In the event that any provision, term or guideline contained on a particular Web site or other part of the AgentStat Network conflicts with the Terms of Use, the terms of such Web site or other part of the AgentStat Network shall control over the Terms of Use except with respect to the General Terms set forth below, which shall at all times control.

General Use of The AgentStat Network

Unless specified otherwise, AgentStat offers you access to the AgentStat Network solely for your personal and non-commercial uses. You agree to only access or use the AgentStat Network only for legal purposes that are permitted by the Terms of Use. Among other things, you agree not to:

except with the express written permission of AgentStat, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, frame in another Web page, use on any other Web site or application, transfer or sell any information, software, lists of users, databases or other lists, products or services provided through or obtained from the AgentStat Network, or any other activity with the purpose of obtaining lists of users or other information;

damage, disable, overburden, or impair the AgentStat Network or interfere with any other party's use and enjoyment of the AgentStat Network;

obtain or attempt to obtain any materials or information through any means not made readily accessible by AgentStat through the AgentStat Network.

Except with the express written permission of AgentStat, you agree that you will not access or attempt to access password protected, secure or non-public areas of the AgentStat Network.

Except with the express written permission of AgentStat, you agree that you will not create links from any Web site, Web page or other application to any page within, or part of, the AgentStat Network; provided however upon prior written notice to AgentStat at Webmaster@AgentStat.com, you may create a link directly to any of the AgentStat Network home pages, including, but not limited to pages currently located at <https://www.AgentStat.com>. The origin of any link to any AgentStat Network home page must be accompanied by a clear and prominent attribution indicating that the link is connected to the AgentStat Network home page. By creating a link to the AgentStat Network, you agree that (a) you will not employ any technology that results in the placement of content from the AgentStat Network in a frame and/or a reduced pop-up window and/or any other display mechanism which changes appearance of the AgentStat Network from how it would appear if a user typed the URL in a typical browser line, (b) your site shall not display content or link to other Web sites or applications that contain content that is illegal, obscene, indecent, disparaging, discriminating or otherwise offensive, (c) you have duly registered your domain name and possess all rights necessary to use the same, and (d) you shall not in any manner access, collect, store, disclose, transfer or use any information obtained or derived from a user's access to or use of the AgentStat Network. AgentStat reserves the right to revoke your permission to create such link at any time in its sole discretion and you agree to immediately cease using the link at any time that AgentStat so requests.

You agree that AgentStat may in its sole discretion and at any time terminate your access to and use of the AgentStat Network, or any part thereof, with or without notice. You further agree that use of the AgentStat Network and any of its Services shall be immediately terminated if you violate these Terms of Use. In addition, AgentStat reserves the right, in its sole discretion, to modify or discontinue the Services or any portion thereof, with or without notice, and without liability to you.

The Services provided through the AgentStat Network may also be located on third party Web sites or applications, via a link, click-through advertising, or otherwise. Nothing contained in any of these Services is an offer or promise by AgentStat to sell a specific product for a specific price or that any advertiser will sell any product or service for any purpose or price or on any specific terms. In addition, AgentStat does not make any representation or warranty with respect to such third party Services, and is not responsible for their accuracy, sufficiency, veracity, completeness, or timeliness. You are responsible for confirming the sufficiency and reliability of any third party Services, and you hereby release AgentStat from any and all claims, demands, liability and damages (actual or consequential) of every kind and nature, known and unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way connected with your use of such Services. Further, please note that certain of the interactive Services may be financial or mortgage tools that provide information and customized information based on user-inputted data. These tools are for the purpose of performing calculations, and are

not an offer to lend. Interest rates shown are for demonstration purposes only. Actual market interest rates may vary.

You acknowledge that AgentStat is not a real estate broker, mortgage broker or mortgage lender, and AgentStat does not aid or assist borrowers in obtaining, solicit borrowers or lenders for, negotiate or make loans secured by liens on real property

Please note that you may be subject to additional and/or different terms, conditions, and privacy policies when you use third party Services, Content (as defined below), software or sites.

Content Contained in the AgentStat Network

The AgentStat Network and all of its contents including, but not limited to, all information, text, messages, images, photos, illustrations, designs, icons, video clips, sounds, files, trademarks, copyrighted material, trade dress, software, specifications, catalogs, literature, technical information, advertisements and other content or materials on the AgentStat Network (collectively, "Content") is owned by AgentStat and/or third parties with all rights reserved unless otherwise noted. AgentStat grants you a limited license to access and use the AgentStat Network and Content solely for informational, personal and non-commercial purposes (including printing individual pages from the AgentStat Network provided that you retain all copyright and other proprietary notices contained thereon). You are strictly prohibited from downloading (other than page caching) modifying, or making any other use of the AgentStat Network or Content, except with express written consent of AgentStat. You understand that all third party Content posted on, transmitted through, or linked from the AgentStat Network, is the sole responsibility of the third party originator of such Content. Content is provided through the AgentStat Network AS IS, and you agree that the use of and reliance on any Content is at your own risk, and that under no circumstances shall AgentStat be liable for any Content or for any loss or damage of any kind incurred as a result of the use of any Content made available via the Services.

Insofar as the AgentStat Network implements Google Maps from Google, your use of Google Maps is subject to the Google Maps/Google Earth Additional Terms of Service at https://www.google.com/intl/en-US_US/help/terms_maps/, including the Google Privacy Policy at <https://policies.google.com/privacy>.

You acknowledge that AgentStat does not screen or approve third-party Content, and that AgentStat shall have the right (but not the obligation) in its sole discretion to refuse, modify, delete or AgentStat any Content that is available via the AgentStat Network, for any reason.

Content You Provide

To the extent that you post, upload, input, submit or otherwise transmit (collectively, "Transmit" or "Transmitting" as appropriate) Content on or through the AgentStat Network, you agree to provide true, accurate and complete information and to refrain from impersonating or falsely representing your affiliation with any person or entity. You are entirely responsible for all Content that you provide or otherwise make available via the AgentStat Network. You also warrant and represent that you own or otherwise control all of the rights to such Content including, without limitation, all the rights necessary for you to Transmit such Content, and to transfer your or others' interests in such Content to AgentStat as provided below.

You promise that you will not use the AgentStat Network to:

- Transmit any Content;

- not related to appropriate subject matters;

- which is misleading to others, including consumers;

- that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

- that you do not have a right to post and transmit under any law or under contractual relationships;

- such that such posting, uploading, or transmission constitutes the infringement of any patent, trademark, trade secret, copyright or other proprietary rights of any party;

- and materials that contain software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or

- intentionally or unintentionally violate any applicable local, state, national or international law, or any regulations having the force of law, including the Civil Rights Act of 1866, the Fair Housing Act, the Americans with Disabilities Act, and the Equal Credit Opportunity Act.

By Transmitting Content to the AgentStat Network, you grant, and you represent and warrant that you have the right to grant, to AgentStat an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, and distribute the Content and to prepare derivative works of, or incorporate into other works, the Content, and to grant and authorize sublicenses (through multiple tiers) of the foregoing. Furthermore, by posting Content to any public area of the AgentStat Network, you grant AgentStat all rights necessary to prohibit any subsequent aggregation, display, copying, duplication, reproduction, or exploitation of the Content on the AgentStat Network by any party for any purpose.

AgentStat takes matters of privacy and information seriously, and endeavors to maintain the privacy and security of any and all such information that you provide

to AgentStat through the AgentStat Network in accordance with its Privacy Policy. Please click here to review the AgentStat Privacy Policy. The AgentStat Privacy Policy applies to any and all Content and other information you provide, or that is collected from or about you, through your use of the AgentStat Network, as provided for, and insofar as provided for, in the AgentStat Privacy Policy.

Ability to Opt Out from Receiving Certain Communications.

You have the choice to opt out of receiving certain marketing communications (email or text messages) you might receive from AgentStat or an AgentStat division (each referred to here as a "Sender"). Normally, a marketing email you receive from a Sender will have an opt-out link provided within the email itself (usually toward the bottom), and you typically can opt out of receiving further such marketing emails by clicking on the opt-out link and indicating your decision. If you receive marketing texts from a Sender, you typically can opt out of receiving further such texts by following instructions provided in the text itself, or by emailing the AgentStat Customer Care team at Privacy@AgentStat.com and including sufficient information to allow the Sender to properly respond to your request (e.g., your full name, your complete phone number with area code, and an image or description of the marketing text you received). Whether it's email or text, your request will be handled promptly; but please note that for a reasonable time you might receive further such marketing emails or texts while the Sender processes your request. Note also that opting out of marketing emails or texts will not necessarily cause you to stop receiving non-marketing emails or texts, such as texts about a purchase you may have made, a transaction you may have with a Sender, a lead you have submitted about a property that is for sale or perhaps even about listing alerts you may have requested, as well as other types (for example, about technical, administrative or informational matters) -- but even some or all of these kinds of messages (especially if texts) the Sender may stop as well.

Some additional program details regarding SMS (text) messaging from a Sender, including about opt out, are as follows:

Message and data rates may apply.

Message number and frequency varies and may be recurring for any given program.

Texts sent may include both marketing and non-marketing texts.

Carriers disclaim liability for delayed or undelivered messages.

General Terms

Applicable Law; Agreement to Arbitrate

These Terms of Use are governed by the laws of the State of Delaware, U.S.A. without regard to conflicts of laws principles. YOU HEREBY AGREE THAT ANY AND ALL DISPUTES OR CLAIMS THAT MAY ARISE BETWEEN YOU AND AGENTSTAT SHALL

BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION, RATHER THAN IN COURT, EXCEPT THAT YOU MAY ASSERT CLAIMS IN SMALL CLAIMS COURT IF YOUR CLAIMS QUALIFY. THE FEDERAL ARBITRATION ACT SHALL GOVERN THE INTERPRETATION AND ENFORCEMENT OF THIS PARAGRAPH. YOU AGREE THAT YOU AND AGENTSTAT MAY BRING CLAIMS AGAINST EACH OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS PART OF ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND AGENTSTAT AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. FURTHER, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). THE ARBITRATION WILL BE CONDUCTED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") UNDER ITS RULES AND PROCEDURES, AS MODIFIED BY THIS PARAGRAPH. THE AAA'S RULES ARE AVAILABLE AT WWW.ADR.ORG. A FORM FOR INITIATING ARBITRATION PROCEEDINGS IS AVAILABLE ON THE AAA'S WEB SITE AT <https://www.adr.org/>. THE ARBITRATION SHALL BE HELD IN SEATTLE, WASHINGTON OR AT ANOTHER MUTUALLY AGREED LOCATION. IF THE VALUE OF THE RELIEF SOUGHT IS \$10,000 OR LESS, YOU OR AGENTSTAT MAY ELECT TO HAVE THE ARBITRATION CONDUCTED BY TELEPHONE OR BASED SOLELY ON WRITTEN SUBMISSIONS, WHICH ELECTION SHALL BE BINDING ON YOU AND AGENTSTAT SUBJECT TO THE ARBITRATOR'S DISCRETION TO REQUIRE AN IN-PERSON HEARING, IF THE CIRCUMSTANCES WARRANT. ATTENDANCE AT AN IN-PERSON HEARING MAY BE MADE BY TELEPHONE BY YOU AND/OR AGENTSTAT, UNLESS THE ARBITRATOR REQUIRES OTHERWISE. THE ARBITRATOR'S AWARD SHALL BE FINAL AND BINDING AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. PAYMENT OF ALL FILING, ADMINISTRATION AND ARBITRATOR FEES WILL BE GOVERNED BY THE AAA'S RULES, UNLESS OTHERWISE STATED IN THIS PARAGRAPH. IF A COURT DECIDES THAT ANY PART OF THIS PARAGRAPH IS INVALID OR UNENFORCEABLE, THE OTHER PARTS OF THIS PARAGRAPH SHALL STILL APPLY. ACCESS OR USE OF THE AGENTSTAT NETWORK IS UNAUTHORIZED IN ANY JURISDICTION THAT DOES NOT GIVE EFFECT TO ALL PROVISIONS OF THESE TERMS AND CONDITIONS, INCLUDING WITHOUT LIMITATION THIS PARAGRAPH.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and AgentStat as a result of the Terms of Use or accessing or using the AgentStat Network. AgentStat's performance under the Terms of Use is subject to existing laws and legal process, and nothing contained in the Terms of Use is in derogation of AgentStat's right to comply with governmental, court and law enforcement requests or requirements relating to your access or use of the AgentStat Network or information provided to or gathered by AgentStat with respect to such use.

Interpretation of the Terms of Use

If any part of the Terms of Use is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations contained herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms of Use shall continue in effect. Unless otherwise specified herein (or in any other definitive written agreement between you and AgentStat), the Terms of Use constitutes the entire agreement between you and AgentStat with respect to the AgentStat Network and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and AgentStat with respect to the AgentStat Network. A printed version of the Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: YOUR USE OF AND RELIANCE UPON ANY AND ALL OF THE AGENTSTAT NETWORK, SERVICES AND/OR CONTENT IS AT YOUR SOLE RISK AND IS MADE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS. AGENTSTAT MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, OR GUARANTEES WITH REGARD TO THE APPROPRIATENESS, ACCURACY, SUFFICIENCY, CORRECTNESS, VERACITY, VALUE, COMPLETENESS, OR TIMELINESS OF THE AGENTSTAT NETWORK, SERVICES AND/OR CONTENT. AGENTSTAT EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

Indemnification

YOU AGREE TO INDEMNIFY AND HOLD AGENTSTAT, ITS THIRD-PARTY VENDORS, CORPORATE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS AND DEMANDS, INCLUDING, BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES, MADE BY ANY THIRD-PARTY DUE TO OR ARISING OUT OF ANY CONTENT, SUBMITTED, POSTED, OR OTHERWISE PROVIDED BY YOU TO THE AGENTSTAT NETWORK AND/OR AGENTSTAT AND/OR ITS THIRD PARTY ADVERTISERS AND ANY BREACH BY YOU OR YOUR AFFILIATES, EMPLOYEES, AGENTS AND REPRESENTATIVES OF THESE TERMS OF USE.

Limitation of Liability

IN NO EVENT SHALL AGENTSTAT BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF

THE AGENTSTAT NETWORK, WITH THE DELAY OR INABILITY TO ACCESS OR USE THE AGENTSTAT NETWORK OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY CONTENT, SOFTWARE, PRODUCTS AND SERVICES MADE AVAILABLE OR OBTAINED THROUGH THE AGENTSTAT NETWORK, OR OTHERWISE ARISING OUT OF THE USE OF THE AGENTSTAT NETWORK, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF AGENTSTAT HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. ANY SERVICES OR CONTENT MADE AVAILABLE OR OBTAINED THROUGH THE USE OF THE AGENTSTAT NETWORK, AND ALL OTHER USE OF THE AGENTSTAT NETWORK, IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS THEREFROM.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE AGENTSTAT NETWORK, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE AGENTSTAT NETWORK.

Copyright

All materials on the AgentStat Network (as well as the organization and layout of the AgentStat Network) are owned and copyrighted or licensed by AgentStat, its corporate affiliates or its third-party vendors. © by AgentStat, Inc., all rights reserved. No reproduction, distribution, or transmission of the copyrighted materials on the AgentStat Network is permitted without the written permission of AgentStat. Any rights not expressly granted herein are reserved.

Pursuant to Title 17, United States Code, Section 512, notifications of claimed copyright infringement should be sent to AgentStat's Designated Agent set forth below. All inquiries must be filed in accordance with Title 17, United States Code, Section 512.

PRIVACY AGREEMENT (Last Modified: June 24,2020)

AgentStat, Inc. ("AgentStat," "we," "us," or "our"), including our affiliates, respect your privacy and understand that you care about your personal information and how it is used. We value your trust in sharing your personal information with us and are dedicated to protecting your privacy. This Privacy Notice describes in detail the types of information we collect about you; how we use your information and with whom we share it; the choices and rights you have with regard to your information; how we protect your information; and how you can contact us about our privacy practices.

Table of contents

- A. SCOPE
- B. INFORMATION WE COLLECT AND OBTAIN
- C. COOKIES AND SIMILAR TECHNOLOGIES
- D. HOW WE USE THE INFORMATION WE OBTAIN
- E. INFORMATION WE SHARE
- F. YOUR CHOICES AND RIGHTS

- G. HOW WE PROTECT PERSONAL INFORMATION
- H. TRANSFERS OF INFORMATION
- I. LINKS TO THIRD-PARTY SITES, APPS AND SERVICES
- J. CHANGES TO OUR PRIVACY NOTICE
- K. HOW TO CONTACT US

A. SCOPE

This Privacy Notice applies to the use of the Services (as defined below), including by both consumers and Professionals. “Professional(s)” means individuals, companies and other organizations or persons acting as real estate professionals or otherwise engaged in a business related to AgentStat’s Services, including, without limitation, real estate agents, homebuilders, lenders, brokers, real estate professionals, product, information or service providers, home service professionals and other service professionals. Except as otherwise indicated, Professionals, consumers and other persons using the Services are individually and collectively referred to as “you.”

This Privacy Notice applies to personal information collected through the AgentStat family of websites, and mobile apps, mobile-optimized websites and other applications and/or electronic media (such as emails AgentStat sends) (collectively, the “Services”). This includes, but is not limited to:

<https://www.AgentStat.com>

B. INFORMATION WE COLLECT AND OBTAIN

We obtain personal information about you from a variety of sources. This includes personal information you provide to us directly, information we obtain from other sources, and information we gather through automated means.

Information you provide to us. When you register for or participate in certain services, seek access to certain content or features, or directly correspond with us, we may collect certain types of information from you:

Contact information (such as name, postal address, email address and telephone and/or mobile numbers);

Username and password when you register through our Services;

Your social security number or payment information, when needed to facilitate certain transactions;

Reviews, comments, and/or surveys; and

Other information you may provide to us, such as through our “Submit a Request” or “Contact Us” feature.

If you are a Professional, we may also ask for additional information, such as relevant professional licensing numbers or an MLS ID#.

Information obtained from other sources. We may obtain personal information about you in connection with the Services from publicly and commercially available sources and from our AgentStat affiliates and/or business partners (such as advertising networks or social networking services), including:

Demographic data (such as gender, age range, educational level, household income range, number of children in household, ethnicity to the extent permitted);

Purchasing data, including information about advertisements you have seen or acted upon and information about your interaction with advertisers' products and services;

Occupational data (such as profession, position, title, industry; and business address);

If you log in with a third-party account with the Services (e.g., Google), we may obtain information about you, such as your user ID and/or user name and other information you have permitted those services to share with us consistent with your privacy settings for that third-party account.

Information Collected by Automated Means Through Our Services. We may gather by automated means (such as cookies, web beacons, web server logs, JavaScript and other similar technologies) certain information through our Services:

Your Internet Protocol (IP) address;

Device information, including unique identifiers and connection information, including mobile device advertising IDs (e.g., Apple's IDFA or Google's AAID) and the means of internet connection (e.g., WIFI connection, ISP) that can identify the physical location of such devices, in accordance with applicable law;

Your device type and settings, software used, browser type and operating system;

Websites or other services you visited before and after visiting the Services (referring URL);

Web pages and advertisements you view and links you click on within, and what search queries you may have run on, the Services (clickstream);

Viewing behavior, including the content you view, how long you view content, the quality of the service you receive, and advertisements you have been shown or interacted with;

Dates and times you access or use the Services;

Location information, including the city, state and zip code associated with your IP Address, information derived through WIFI triangulation, and precise location information from GPS-based functionality on your mobile apps, with your consent;

Your phone number and mobile carrier details in connection with our mobile app.

C. COOKIES AND SIMILAR TECHNOLOGIES

Cookies are small files that we or others send to and store on or with your computer so that your computer, browser, mobile app or other application can be recognized as unique the next time you access, visit, use or otherwise take advantage of the Services or other media. Cookies may also reflect demographic data pertaining to you or other data linked to information you submit. One use or consequence of cookies is to enable you to receive customized ads, alerts, content, services or information. You are always free to decline any cookies we use by adjusting the settings of your browser, as your browser may permit; however, some products, services or features might not be available or operate properly if cookies are not enabled. Some of our advertisers and third-party service providers may also utilize their own cookies.

In addition, we, our service providers and others sometimes use data-gathering mechanisms on the Services, including without limitation “web beacons”, “clear GIFs”, “pixels” and/or “tags”. These perform statistical and administrative functions, such as measuring site and page traffic, verifying advertising paths, better understanding user interests and activity, gathering related information (such as information relating to a particular browser, device or IP address) and positioning images, and typically do so without detracting from your online experience. Such mechanisms are not necessarily designed to collect Personal Information. In addition, if you have provided your email address, we might use a non-human unreadable form (or “hash”) of your email address to deliver, or facilitate delivery of, relevant advertisements and information to you on or by way of the Services or on or by way of other websites or media, including, for example, popular social media sites and features.

D. HOW WE USE THE INFORMATION WE OBTAIN

We, or service providers acting on our behalf, may use the information collected from and about you to:

Provide our products and services, including authorizing a purchase, or completing a transaction that you requested;

Create and manage online accounts;

Send promotional materials, alerts regarding available offers and other communications, including text/SMS messages if you provided your mobile number and opted in to receive such messages (for information on our text messaging program, please see our Text/SMS Messaging Program Terms);

Communicate about, and administer participation in, special events, promotions, programs, offers, surveys, contests and market research;

Respond to inquiries from you and other third-parties, including inquiries from law enforcement agencies;

Anonymize or de-identify personal information to provide third parties with aggregated data reports showing anonymized information and other non-personal information;

Provide technical support;

Generate suggestions about the type of content you may enjoy;

Supplement your personal information collected directly from you and/or from automated means with additional information from publicly and commercially available sources, and/or information from AgentStat affiliates and our business partners;

Associate your browser and/or device with other browsers or devices you use for the purpose of providing relevant and easier access to content, advertising across browsers and devices, and other operational/business purposes;

Operate, evaluate and improve our business (including developing, enhancing, analyzing and improving our Services; managing our communications; reviewing and processing employment applications, performing data and statistical analytics; and performing accounting, auditing and other internal functions);

Protect against, identify and prevent fraud and other unlawful activity, claims and other liabilities;

Comply with and enforce applicable legal requirements, relevant industry standards, contractual obligations and our terms of service and other policies; and

In other ways for which we provide specific notice at the time of collection.

E. INTEREST-BASED ADVERTISING

As described in this Privacy Notice we, as well as our third-party service providers, may obtain information about your online activities to provide you with advertising about products and services tailored to your individual interests. We and our third-party service providers also may obtain information for this purpose from third-party websites and apps. We also use third parties (including third-party ad servers) to serve ads on our Services. We engage third-party advertising networks to help us target our messaging to visitors through interest-based and contextual means.

Through these ad networks, we can track your online activities (such as your visits to websites and your use of apps that serve our advertisements, including the pages or ads you view and actions you take on those sites or apps) over time and across third-party websites and apps by obtaining information through automated means, as described above. This data collection takes place both on our sites, apps and emails and on third-party websites and apps that participate in these ad networks. Our third-party advertisers and/or ad networks may also gather data relating to you in connection with your interactions with the advertisements they place on our Services. The networks use this information to show you advertisements on our Services or other third-party websites and apps that may be tailored to your individual interests. This information also helps us track the effectiveness of our marketing efforts. To the extent required by applicable law, we will obtain your consent before using your information for interest-based advertising.

The section below entitled Your Choices and Rights provides details on and explains how to exercise your choices regarding interest-based advertising.

F. INFORMATION WE SHARE

We may share your personal information with:

Our Subsidiaries and Affiliated Businesses. Our subsidiaries and affiliated businesses within the AgentStat family of companies and may use your personal information consistent with this Privacy Notice. Those businesses may also use your personal information for each of their own purposes, including marketing purposes.

With our Service Providers. With third parties who perform services on our behalf.

With our Clients or Business Partners. With our third-party clients or business partners, such as realtors, landlords, and other Professionals to facilitate your transactions, and other third parties for their own commercial or marketing purposes, such as to serve targeted advertisements.

For Legal Requirements and Proceedings. We may disclose information to law enforcement authorities or other government officials if we are required to do so to comply with subpoenas, court orders, legal process or other law enforcement or other government measures, and to comply with other legal obligations. We may also disclose information if we believe disclosure is necessary or appropriate in connection with an investigation of suspected or actual fraudulent or illegal activity.

To Protect our Services and Users. We may disclose information to protect and defend the rights, interests and safety of the Services, our subsidiaries and affiliates, and their employees, contractors and agents; to protect the security and safety of our users of the Services, including when we believe disclosure is necessary or appropriate to prevent physical harm or financial loss.

For Business Transfers. In the event of a proposed or completed sale or transfer of all or a portion of our business or assets (including in the event of a reorganization, dissolution or liquidation).

With Your Consent. We may share your information with select third-party partners with your consent or at your direction so they can send you promotions, ads or offers about their services or products that you may be interested in. We also may give you the option to receive communications from one of our advertising partners, such as when we offer a joint promotion with that third-party advertiser. If you choose to opt in to receiving communications from that third-party advertiser by providing your explicit consent, the third-party advertiser will manage your personal information pursuant to their own privacy policy.

Non-personal Information. When the information collected from or about you is not defined as personal information under applicable law, we may share such non-personal, de-identified information or aggregated information with third parties at our discretion.

YOUR CHOICES AND RIGHTS

We offer you certain choices and you also may have certain rights in connection with the personal information we collect about you.

G. YOUR CHOICES

You can choose to use AgentStat's Services without providing any information about yourself to us directly, but some information may be collected automatically or be requested by us so that you can take advantage of certain features on our Services.

To ask us to re AgentStat your information from our marketing mailing lists, please contact us as outlined in the HOW TO CONTACT US Section below. You also can unsubscribe from our marketing mailing lists by following the "Unsubscribe" link in our emails. Even if you unsubscribe from our marketing communications, we may still need to send you communications relating to your use of the Services, such as service announcements where you are using our Service.

You also have choices about whether cookies and other similar technologies are placed on your computer or mobile device. For more information, see our section on Cookies and Other Technologies, above.

We may use third-party analytics services on our Services, such as Google Analytics. The analytics providers that administer these services use technologies such as cookies, web beacons and similar technologies to help us analyze your use of the Services. To learn more about how to opt out of Google Analytics and similar services, please visit the links below:

Google Analytics: <https://tools.google.com/dlpage/gaoptout>

Adobe Analytics: <https://cross-device-privacy.adobe.com/>

Hotjar: <https://www.hotjar.com/legal/compliance/opt-out>

You may also choose to opt out of use of data that we or our third-party service providers collect about your activities to provide you with tailored advertising about products and services of interest to you. We and our third-party service providers also may obtain information for this purpose from third-party websites or apps. To learn more about how to opt out of ad network interest-based advertising, please see the section on Cookies and Other Technologies section above or visit the customer opt-out pages at <http://www.aboutads.info/choices/> and <http://www.networkadvertising.org/choices/>. To learn more about opting out on your mobile device, click here or, for users of our mobile apps, go to our Privacy & Data menu option and review your selections.

H. ACCESSING, CORRECTING, AND DELETING YOUR PERSONAL INFORMATION

Consumers and Professionals may access, review, update, and/or correct inaccuracies in your personal information in our custody and control as described below. Please note that any change you request regarding personal information may affect or otherwise change the availability, deliverability or quality for you of

information, features, products or services in which you are interested or your experience on or relating to the Services.

HOW WE PROTECT PERSONAL INFORMATION

We maintain administrative, technical and physical safeguards designed to protect the personal information we have about you against accidental, unlawful or unauthorized destruction, loss, alteration, access, disclosure or use. However, no data transmission or storage, or use of the Internet, can be guaranteed to be 100% secure.

I. TRANSFERS OF INFORMATION

The Services are hosted in and managed from the United States. We may transfer the information we collect about you to another country, which may not be deemed to have the same data protection laws as the country in which you initially provided the information. Applicable laws in the United States and/or other countries may allow the courts, law enforcement and national security authorities to access your personal information when in such country.

If you are a user located outside the United States or the country to which your information may be transferred, you understand (and, as permitted under applicable law, consent to) having any personal information processed in the United States and/or such country. When we transfer your information, we will protect that information as described in this Privacy Notice.

J. LINKS TO THIRD-PARTY SITES, APPS AND SERVICES

For your convenience and information, our Services may provide links to third-party sites, apps and services that may be operated by companies not affiliated with AgentStat. These companies may have their own privacy notices or policies, which we strongly suggest you review. We are not responsible for the privacy practices of any non-AgentStat sites, apps or services.

K. CHANGES TO OUR PRIVACY NOTICE

From time to time, we may change our Privacy Notice to reflect changes to our privacy practices and Services. If we modify the Privacy Notice, we will update the "Last Modified Date" and the changes will be effective as of the date we post such Notice. For material changes, we will notify you by posting a prominent notice on our Services indicating at the top of the Privacy Notice when it was most recently updated or by other appropriate means, such as email through the email address you most recently provided to us.

L. HOW TO CONTACT US

If you have any questions or comments about this Privacy Notice or the manner in which we or our service providers treat your personal information, would like to exercise your choices, or would like us to update information we have about you or your preferences, please contact us as follows:

Privacy Administrator

Legal Department

Privacy@AgentStat.com