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PLEASE READ THESE TERMS OF SERVICE CAREFULLY. THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS, INCLUDING LIMITATIONS, EXCLUSIONS, AND A DISPUTE RESOLUTION CLAUSE.

Welcome to Agent Inner Circle, a software application for mobile platforms and web platforms designed to be a community of real estate agents with the goal of helping one another improve their business (the "Application"). By accessing or using this Application, you accept these Terms of Service. Please read them carefully. By using the Application, you (the "User") agree that you have read, understand and shall be bound by these Terms of Service, whether or not you are a registered User of the Application.

The Application is owned and operated by Lone Wolf Holdings, LLC, ("Agent Inner Circle"). These Terms of Service may be, at the sole discretion of Agent Inner Circle, changed, modified or amended at any time without notice. All changes in the Terms of Service will be posted at [www.agentinnercircle.com/TermsofService.pdf](http://www.agentinnercircle.com/TermsofService.pdf) and the date these terms were last revised will be posted at the top and bottom of this web page. Continued use of the Application after any such changes constitutes acceptance of the new Terms of Service. If you do not agree to abide by these or any future Terms of Service, do not use (or continue to use) the Application. It is your responsibility to regularly check the web address above to determine if there have been changes to these Terms of Service and to review such changes.

## ELIGIBILITY

Registration as a User with and/or use of the services provided by Agent Inner Circle is void where prohibited. This Application is intended solely for users (18) years of age and older. Any registration by, use of, or access to the Application by anyone other than as listed above is unauthorized, unlicensed and in violation of these Terms of Service. By using the Application, you represent that you are 18 years of age, or older, and that you agree to abide by all of the terms and conditions of this Agreement.

## REGISTRATION INFORMATION; ACCOUNT SECURITY

In consideration of your use of the Application, you agree to:

(a) provide accurate, current and complete information about you as may be prompted by any registration forms on the Application (“Registration Information”);

(b) maintain the security of your password, if any, and identification;

(c) maintain and promptly update the Registration Information, and any other information you provide to Agent Inner Circle via the Application or website, to keep it accurate, current and complete; and

(d) be fully responsible for all use of your account and for any actions that take place using your account. Agent Inner Circle reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in its sole discretion.

The Application is available for your use only. You represent, warrant and agree that no materials of any kind submitted through your account or otherwise posted, transmitted, or shared by you on or through the Application will violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights; or contain libelous, defamatory or otherwise unlawful material.

In addition, you agree not to use the Application to:

1. engage in any activity that could damage, disable, overburden or impair the Application or Agent Inner Circle’s systems or networks, regardless of whether the activity is lawful or unlawful;
2. gain unauthorized access to any portion or feature of the Application or Agent Inner Circle’s systems or networks, or use automated scripts to collect information from or otherwise interact with the Application;
3. upload, post, transmit, share, store or otherwise make available any content that we deem to be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable;

4. register for a User account on behalf of an individual other than yourself without that individual's express permission, or register for a User account on behalf of any group or entity without the group or entity's express permission;
5. impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity;
6. upload, post, transmit, share or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," or "pyramid schemes";
7. upload, post, transmit, share or otherwise make publicly available on or through the Application any private information, including addresses, phone numbers, and email addresses, of any third party without the party's express permission;
8. upload, post, transmit, share or otherwise make available any material that contains 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;
9. intimidate or harass another;
10. upload, post, transmit, share, store or otherwise make available content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law;
11. probe, scan, or test the vulnerability of the Application or any network connected to the Application, nor breach the security or authentication measures on the Application or any network connected to the Application;

You also agree not to or permit anyone else to, directly or indirectly:

1. reverse engineer, disassemble, de-compile, or otherwise attempt to discover the source code or underlying algorithms of all or any part of the Application or services offered therefrom;
2. modify or create derivatives of any part of the Application;
3. remove or obscure any proprietary notices on the Application.
  1. All emails must contain a one-click unsubscribe link as provided by Agent Inner Circle;

2. All emails must contain your non-internet contact information, such as your address and phone number;
3. All emails must state the reason the recipient is receiving the email.

## USER CONTENT UPLOADED USING THE APPLICATION OR WEBSITE

You are solely responsible for all photos, profiles (including your name, image, identifying information and likeness), messages, notes, text, information, and other content that you upload, publish or display (hereinafter, "Post") on or through the Application, or website, (collectively the "User Information"). You may not Post User Information on the Application, or website, that you did not create. You understand and agree that Agent Inner Circle may, but is not obligated to, review the Application, or website, and User Information and may delete or remove (without notice) any content in its sole discretion, for any reason or no reason, including User Information that in the sole judgment of Agent Inner Circle violates this Agreement. You are solely responsible at your sole cost and expense for creating backup copies and replacing any User Information you post or store on the Application, or website, or provide to Agent Inner Circle.

When you Post User Information to the Application, or website, you authorize and direct Agent Inner Circle to make such copies thereof as it deems necessary in order to facilitate storage of User Information on Agent Inner Circle's servers.

By Posting User Information to any part of the Application, you automatically grant, and you represent and warrant that you have the right to grant, to Agent Inner Circle an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sub license) to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) and distribute such User Information for any purpose, commercial, advertising, or otherwise, on or in connection with the Application, or website, or the promotion thereof, to prepare derivative works of, or incorporate into other works, such User Information, and to grant and authorize sub licenses of the foregoing. You may remove your User Information from the Application, or website, at any time. Agent Inner Circle may retain archived copies of your User Information. Agent Inner Circle does not assert any ownership over your User Information; rather, as between Agent Inner Circle and you, subject to the rights granted to Agent Inner Circle in these Terms, you retain full ownership of all of your User Information and any intellectual property rights or other proprietary rights associated with your User Information. Nothing contained herein shall be construed as limiting or reducing Agent

Inner Circle's responsibilities and obligations to Users Information in accordance with the Agent Inner Circle Privacy Policy.

## ELECTRONIC COMMUNICATIONS

When you use the Application you are communicating with it electronically. You consent to receive communications from Agent Inner Circle electronically. Agent Inner Circle will communicate with you by e-mail, and by pushing notices through the Application or website. You agree that all agreements, notices, disclosures and other communications that Agent Inner Circle provides to you electronically satisfy any legal requirement that such communications be in writing.

## AVAILABILITY

THIS APPLICATION IS NOT INTENDED FOR DISTRIBUTION TO, OR USE BY, ANY PERSON OR ENTITY IN ANY JURISDICTION OR COUNTRY WHERE SUCH DISTRIBUTION OR USE WOULD BE CONTRARY TO LOCAL LAW OR REGULATION. BY OFFERING THIS APPLICATION AND INFORMATION, OR ANY PRODUCTS OR SERVICES VIA THIS APPLICATION, NO DISTRIBUTION OR SOLICITATION IS MADE BY Agent Inner Circle TO ANY PERSON TO USE THIS APPLICATION, OR SUCH INFORMATION, PRODUCTS OR SERVICES IN JURISDICTIONS WHERE THE PROVISION OF THIS APPLICATION AND SUCH INFORMATION, PRODUCTS AND SERVICES IS PROHIBITED BY LAW.

## LICENSE AND ACCESS

Agent Inner Circle grants you a limited license to download, access and make personal use of this Application, or website, and not to modify it, or any portion of it, except with express written consent of Agent Inner Circle. This license does not include any resale of this Application, or website, or its contents, and is subject to all permissions and prohibitions of these Terms of Service. Any unauthorized use terminates the permission or license granted by Agent Inner Circle.

## DISCLAIMER OF WARRANTIES AND LIABILITY, & INDEMNIFICATION

The information and materials contained in this Application, or website, including text, graphics, links or other items are provided "as is," "as available." Agent Inner Circle does not warrant the accuracy, adequacy or completeness of this information and materials and expressly disclaims liability for

errors or omissions in this information and materials. No warranty of any kind, implied, expressed or statutory, including, but not limited to the warranties of non-infringement of third party rights, title, merchant-ability, fitness for a particular purpose and freedom from computer virus, is given in conjunction with the information and materials.

Agent Inner Circle MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE RESPONSE THAT YOU WILL GET FROM OTHERS TO THE ACTIONS YOU TAKE. ADDITIONALLY, Agent Inner Circle IS NOT RESPONSIBLE FOR DETERMINING IF THE ACTIONS YOU REQUEST ARE APPROPRIATE OR REASONABLE. YOU HEREBY ASSUME FULL RESPONSIBILITY FOR ALL ACTIONS TAKEN BY YOU WITH YOUR ACCOUNT(S).

YOU ACKNOWLEDGE THAT EVERY ACTION INVOLVES THE ASSUMPTION OF A RISK AND THAT Agent Inner Circle, IN FURNISHING THE APPLICATION TO YOU, DOES NOT OR WILL NOT TAKE ON THAT RISK IN ANY WAY WHATSOEVER. YOU SPECIFICALLY AGREE THAT Agent Inner Circle WILL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY CAUSED IN WHOLE OR IN PART BY ITS OWN OR YOUR NEGLIGENCE OR ANY OTHER INAPPROPRIATE ACTIONS REQUESTED BY YOU. IN ADDITION, Agent Inner Circle SHALL NOT BE LIABLE FOR ANY LOSS OR LIABILITY RESULTING, DIRECTLY OR INDIRECTLY, FROM YOUR INABILITY TO ACCESS OR OTHERWISE USE THE APPLICATION, OR WEBSITE, INCLUDING WITHOUT LIMITATION ANY DELAYS OR INTERRUPTION DUE TO ELECTRONIC OR MECHANICAL EQUIPMENT FAILURES, DENIAL OF SERVICE ATTACKS, PROCESSING FAILURES, TELECOMMUNICATIONS OR INTERNET PROBLEMS OR UTILITY FAILURES.

Agent Inner Circle is not an insurer with regard to performance of the service, the information provided via the service, or any action taken by you as a User. The disclaimers of warranties and limitation of liability and remedy are a reflection of the risks assumed by the parties. You agree to assume the risk for:

(i) all liabilities disclaimed by Agent Inner Circle contained herein; and

(ii) all alleged damages in excess of the amount of the limited remedy provided here-under. The essential purpose of the limited remedy provided here-under is to allocate the risks as provided above.

In no event will Agent Inner Circle be liable for any damages, including without limitation direct or indirect, special, incidental, or consequential damages, losses or expenses arising in connection with this Application, or website, or any linked site or use thereof or inability to use by any party, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if Agent Inner Circle, or representatives thereof, are advised of the possibility of such damages, losses or expenses. In the event Agent Inner Circle is found liable for any cost or damage suffered by you, the liability of Agent Inner Circle and its employees and agents shall be limited to the User fees associated with the user account in question. The remedies set forth in this paragraph and termination of this Agreement are your exclusive remedies for claims or damages arising out of or relating in any way to this agreement or the services provided here-under.

To the extent permitted by law, the Agent Inner Circle liability for any claim of any kind relating to this agreement or the services provided here-under shall not exceed the amount paid by you to Agent Inner Circle during the preceding twelve (12) months or \$50, whichever is lesser.

You hereby agree to indemnify, defend and hold Agent Inner Circle and its officers, directors, owners, agents, employees, information providers, affiliates, licensors and licensees (collectively, the "Indemnified Parties") harmless from and against any and all loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with any User Information, any third party applications, software or content you post or share on or through the Application, or website, your use of the Application, or website, your conduct in connection with the Application, or website, or with other users of the Application, or website, or any violation of this Agreement or of any law or the rights of any third party.

#### GOVERNING LAW; VENUE AND JURISDICTION

By using the Application, you agree that the laws of the State of Vermont, without regard to principles of conflict of laws, will govern these Terms of Use and any dispute of any sort that might arise between you and Agent Inner Circle or any of its affiliates. With respect to any disputes or claims not subject to arbitration (as set forth below), you agree not to commence or prosecute any action in connection therewith other than in the state and federal courts of Vermont, and you hereby

consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, venue and jurisdiction in the state and federal courts of Vermont.

## ARBITRATION

YOU AND Agent Inner Circle AGREE THAT, EXCEPT AS MAY OTHERWISE BE PROVIDED IN REGARD TO SPECIFIC SERVICES ON THE APPLICATION, OR WEBSITE, IN ANY SPECIFIC TERMS APPLICABLE TO THOSE SERVICES, THE SOLE AND EXCLUSIVE FORUM AND REMEDY FOR ANY AND ALL DISPUTES AND CLAIMS RELATING IN ANY WAY TO OR ARISING OUT OF THESE TERMS OF USE, THE APPLICATION, OR WEBSITE, AND/OR THE SERVICE (INCLUDING YOUR ACCESS TO OR USE OF THE APPLICATION, OR WEBSITE, AND/OR THE SERVICE) SHALL BE FINAL AND BINDING ARBITRATION, except that, to the extent that either party has in any manner infringed upon or violated or threatened to infringe upon or violate the other party's patent, copyright, trademark or trade secret rights, or you have otherwise violated any of the user conduct rules set forth above, then the parties acknowledge that injunctive or other appropriate relief may be sought.

Arbitration under this Agreement shall be conducted in Burlington, Vermont, and shall be conducted by one arbitrator agreed upon by the parties. Should the parties fail to agree upon an arbitrator within 10 business days of the initiation of the claim, then the parties shall each select one arbitrator and the two arbitrators shall select a third, which third arbitrator shall alone arbitrate the dispute. The arbitration shall be conducted pursuant to the Comprehensive Arbitration Rules and Procedures of JAMS (excluding rules for initiating a claim and selecting an arbitrator). The Arbitrator is empowered to grant damages, injunctive relief and all other appropriate relief as permitted by law. The parties shall have the right to discovery in accordance with California Code of Civil Procedure section 1283.05. The award of the Arbitrator shall be issued within fifteen (15) days after the close of the arbitration hearing and shall be final and conclusive. Judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof. The Arbitrator shall, in the award, allocate all of the costs of arbitration and mediation costs, if the parties agree to and participate in any mediation, including the fees of the Arbitrator.

To the fullest extent permitted by applicable law, NO ARBITRATION OR CLAIM UNDER THESE TERMS OF SERVICE SHALL BE JOINED TO ANY OTHER ARBITRATION OR CLAIM, INCLUDING ANY ARBITRATION OR CLAIM INVOLVING ANY OTHER CURRENT OR FORMER

USER OF THE APPLICATION, AND NO CLASS ARBITRATION PROCEEDINGS SHALL BE PERMITTED. In no event shall any claim, action or proceeding by you related in any way to the Application, or website (including your access to or use of the Application, or website) be instituted more than one (1) year after the cause of action arose.

## PRIVACY

Agent Inner Circle's current privacy policy is available at [www.agentinnercircle.com/PrivacyPolicy.pdf](http://www.agentinnercircle.com/PrivacyPolicy.pdf) (the "Privacy Policy"), which is incorporated by this reference. Agent Inner Circle strongly recommends that you review the Privacy Policy.

## Closing

These Terms of Service constitute the entire agreement between you and Agent Inner Circle regarding the use of the Application and/or the Service, superseding any prior agreements between you and Agent Inner Circle relating to your use of the Application, or website, or the Service. The failure of Agent Inner Circle to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision in that or any other instance. If any provision of this Agreement is held invalid, unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Service and shall not affect the validity and enforce-ability of any remaining provisions. If any provision of these Terms of Service shall be deemed unlawful, void or for any reason unenforceable, then that. This Agreement is not assignable, transferable, or sub-license-able by the User. Agent Inner Circle may transfer, assign, or delegate this Agreement and its rights and obligations without consent. No agency, partnership, joint venture, or employment is created as a result of this Agreement, and you do not have any authority of any kind to bind Agent Inner Circle in any respect whatsoever.

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