

Commission Clarity Terms and Conditions of Use

The following Terms and Conditions govern the access and use of the Commission Clarity website (the “Site”), information, resources, services, products, and tools we provide (collectively the “Services”). By accessing or using Commission Clarity’s Services, you are agreeing to be bound by the following terms and conditions which constitute a legal agreement (“Agreement”) between you and Commission Clarity (“Commission Clarity,” “we,” “us,” or “our”). By using our Services, you are agreeing, without modification, to this Agreement and our Privacy Policy. Please read them carefully. If you do not agree to the terms of this Agreement and our Privacy Policy, you must not use Commission Clarity Services.

Commission Clarity reserves the right to update and change the terms and conditions of this Agreement without notice. Violation of any provision of this Agreement may result in the termination of your account.

1. Using Our Site or Services.

- a. *Eligibility:* You must be at least 18 years old to use our Services. By using the Services, you represent and warrant that you are at least 18 years old and have the legal capacity to enter into this Agreement.
- b. *Registration and Account Security:* To access our Site, you must create an account and complete the registration process by providing current, complete, and accurate information. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer. You agree to accept responsibility for all activities that occur under your account.
- c. *Uploaded Information and User Materials:*
 - i. Certain portions of the Services may allow users to upload or otherwise provide Commission Clarity images, photos, data, text, listings, and other content and information pertaining to real estate commission and property listings (“User Materials”). Only licensed registered real estate agents may upload User Materials to the Site. By uploading User Materials to the Site, you represent and warrant that you are a licensed real estate agent or brokerage in good standing with the appropriate regulatory authority in your jurisdiction.
 - ii. Before uploading any User Materials pertaining to a property listed for sale, you must obtain explicit permission from the owner of such property (the “Seller”). By uploading User Materials to the Site, you represent and warrant that you have obtained such Seller permission, and that the information is accurate and not misleading. You agree to indemnify and hold Commission Clarity, its affiliates, and their respective officers, directors, employees, and agents from any claims, liabilities, damages, and expenses (including reasonable attorneys' fees) arising from your failure to

obtain Seller permission or from the inaccuracy of the User Materials you upload to the Site.

iii. **You are responsible for maintaining the accuracy of the User Materials provided to Commission Clarity through your account. By providing such User Materials, you agree to the following:**

1. For property listings, you must ensure the full gross listing price stated in the listing contract is included in the User Materials unless the property is subject to auction.
2. Any change in list price shall be updated within one business day of a Seller(s) signed agreement to change list price. Any change of a list price must be signed by the Seller(s). Auction properties with a minimum bid shall input minimum bid as listing price, otherwise listing price must be zero. All other auction details shall be disclosed in the agent's remarks.
3. You must update any listing from "Active" listing status to "Under Contract" within one business day of the Seller(s) accepting a legally binding purchase and sale agreement for the listed property. You must update any listing from "Under Contract" listing status to "Sold" within one business day of the closing of a sale for the listed property.
4. Any property listing automatically expires on the dates specified in the listing agreement unless renewed by the listing broker and notice of renewal or extension is selected prior to expiration. When an expired listing is reentered, a new listing profile will need to be created. Any extension or renewal of a listing must be signed by the Seller(s).
5. All property listings shall bear a definite and final termination date as negotiated between the listing broker and Seller.
6. Commission Clarity does not favor any compensation structure or require minimum or maximum cooperative commission rates to be advertised on our platform. All property listings offering a cooperative commission compensation may include documentation of a unilateral or bilateral offer of compensation agreement. The offer of compensation agreement must identify the listed property by the proper legal description (or Vehicle Identification Number for applicable mobile homes) and a common address. The property's common address and the cooperative commission compensation rate declared and displayed on a property listing

must match the rate or cooperative commission compensation set forth in the offer of compensation agreement.

Note: Business Day shall mean Monday through Friday excluding Saturday and Sunday and excluding holidays.

- iv. By uploading or providing User Materials to Commission Clarity, 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, incorporate into other works, and translate your User Materials in connection with the Services or in any other media; and (ii) sublicense these rights to the fullest extent permitted by applicable law. We will not compensate you for your User Materials or for exercising any rights related to your User Materials as described above. We 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 Services or otherwise made available through the Services. 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 Commission Clarity and other users to access and use your User Materials under these Terms of Use.
- d. *Use of Photographs:* For User Materials pertaining to a property listing, one reference photograph per property listing may be uploaded to the Site. Photographs must accurately depict the front or aerial view of a property and may not include reference to third-party businesses, listing brokers, agent contact information, or other personal marketing information.
- e. *Agent Remarks:* Any agent remarks made or photos uploaded pertaining to a property listing shall not mention any third-party businesses, tag third-party business names, or include other personal or business marketing information not pertinent to the listing. Any User Materials violating this provision will be removed from the Services.
- f. *Use of Information:* The information provided on the Site and through our Services is for general informational purposes only and should not be construed as professional advice. While we strive to provide accurate and up-to-date information, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability, or availability with respect to the Services, for any purpose. All information should be independently verified by you and any reliance you place on such information is therefore strictly at your own risk.

- g. *Use of Services:* As long as you comply with the terms of this Agreement, we grant you a non-exclusive, limited, revocable, personal, non-transferable license to use the Services, and to download and use the Commission Clarity App on your mobile device in object code form, for your personal use. If you are a brokerage or registered real estate agent acting in your professional capacity, you may additionally use the Services to provide information, to the extent permitted by applicable law, to your clients and to take actions on behalf of your clients. If you use the Services in your professional capacity, you represent and warrant that you have obtained all required authorizations and consents from your client. Except as expressly stated herein, this Agreement does not provide you with a license to use, reproduce, distribute, display or provide access to any portion of the Services on third-party web sites or otherwise.

To use any mobile application feature of the Services (each, an “App”), you must have a compatible mobile device. We do not warrant that any App will be compatible with your mobile device. You may use mobile data in connection with an App and may incur additional charges from your wireless provider for using an App. You agree that you are solely responsible for any applicable charges. We may update any App and may automatically electronically update the version of any App that you have installed on a mobile device. You consent to all automatic upgrades, and understand that this Agreement will apply to all updated versions of an App. Any third-party open-source software included in an App is subject to the applicable open-source license and may be available directly from the creator under an open source license.

- h. *User Conduct:* Notwithstanding other rules and prohibitions in this Agreement, by using our Services you agree that:
- i. You will only use the Services for lawful purposes; you will not use the Services for sending or storing any unlawful material or for deceptive or fraudulent purposes.
 - ii. You will only use the Services in accordance with all applicable laws and intellectual property rights, including copyrights, trade secrets, or other rights of any third party, including privacy or publicity rights.
 - iii. You will not use the Services 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.
 - iv. You will only access the Site or Services using means explicitly authorized by Commission Clarity.

- v. You will not use another user's account, impersonate any person or entity, or forge or manipulate headers or identifiers to disguise the origin of any content transmitted through the Site or Services.
- vi. You will not use the Site or Services to cause nuisance, annoyance, or inconvenience.
- vii. You will not copy or distribute any information or content displayed through the Services, for republication in any format or media.
- viii. You will not compile, directly or indirectly, any content displayed through the Services except for your personal, non-commercial use.
- ix. The information you provide to us when you register an account or otherwise communicate with us is accurate, you will promptly notify us of any changes to such information, and you will provide us with whatever proof of identity we may reasonably request.
- x. You will use Commission Clarity Services only for your own use and will not directly or indirectly resell, license or transfer the Services or content displayed or information provided through the Services to a third party.
- xi. You will not use the Services in any way that could damage, disable, overburden or impair any Commission Clarity or Commission Clarity server, or the networks connected to any Commission Clarity of Commission Clarity server.
- xii. You will not attempt to gain unauthorized access to the Site or Services and/or to any account, resource, computer system, and/or network connected to any Commission Clarity or Commission Clarity server.
- xiii. You will not scrape or otherwise conduct any systematic retrieval of data or other content from Commission Clarity Services.
- xiv. You will not try to harm other Users, Commission Clarity, or the Site or Services in any way whatsoever.
- xv. You will not engage in threatening, harassing, racist, sexist or any other behavior that Commission Clarity deems inappropriate when using the Services.
- xvi. You will report any errors, bugs, unauthorized access methodologies or any breach of our intellectual property rights that you uncover in your use of the Services.

2. Account Suspension and Termination. If we believe or determine that you have breached any of the terms governing the use of our Services, including but not limited to the restrictions and requirements set forth in Section 1 of this Agreement, we reserve the right to suspend and/or permanently deactivate your account at our sole discretion.
3. Intellectual Property Ownership. Commission Clarity, and its licensor(s) (if applicable) owns all right, title and interest, including all related intellectual property rights, in and to Commission Clarity's Services. This Agreement is not a sale and does not convey to you any rights of ownership in or related to Commission Clarity Services, or any intellectual property rights owned by Commission Clarity. All content on the Site including text, graphics, logos, icons, images, and software is the property of Commission Clarity or its content suppliers and is protected by intellectual property laws. You may not use, reproduce, distribute, or create derivative works of such content without the prior written consent of Commission Clarity. You agree that you will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying Commission Clarity or its Services.
4. Third-Party Interactions. The Site or Services may contain links to third-party websites, applications, or advertisements (individually and collectively, "Third-Party Content"). When you click on a link to Third-Party Content, Commission Clarity will not warn you that you have left Commission Clarity's Site or Services and will not warn you that you are subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Content is not under the control of Commission Clarity and Commission Clarity is not responsible for any Third-Party Content. Commission Clarity does not review, approve, monitor, endorse, warrant, or make any representations with respect to such Third-Party Content, or their products or services. You use all links in or to Third-Party Content at your own risk. You should review applicable terms and policies, including privacy and data gathering practices of any Third-Party Content.
5. Disclaimer of Warranties. YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE FULLEST EXTENT OF LAW, YOUR USE OF COMMISSION CLARITY, SOFTWARE AND ITS SERVICES IS ENTIRELY AT YOUR OWN RISK. CHANGES MAY BE MADE PERIODICALLY TO THE SOFTWARE OR SERVICES AND MAY BE MADE AT ANY TIME WITHOUT NOTICE TO YOU. THE SOFTWARE AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. COMMISSION CLARITY MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF THE CONTENT MADE AVAILABLE THROUGH THE SOFTWARE OR SERVICES, OR THE SOFTWARE OR SERVICES' TEXT, GRAPHICS OR LINKS. COMMISSION CLARITY DOES NOT WARRANT THAT THE SOFTWARE OR SERVICES WILL OPERATE ERROR-FREE OR THAT THE SOFTWARE OR SERVICES ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MALWARE. IF YOUR USE OF THE SOFTWARE OR SERVICES RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR

DATA, COMMISSION CLARITY SHALL NOT BE RESPONSIBLE FOR THOSE ECONOMIC COSTS.

6. Indemnification. To the extent available by law, you agree to indemnify and hold harmless Commission Clarity and its officers, directors, employees, agents and affiliates (each, an “Indemnified Party”) from and against any losses, claims, actions, costs, damages, penalties, fines and expenses, including without limitation, attorneys’ fees and expenses, that may be incurred by an Indemnified Party arising out of, relating to or resulting from (a) your misuse of the Commission Clarity, its software or Services; (b) your breach of this Agreement; or (c) your violation of any applicable laws, rules or regulations through or related to the use of the Commission Clarity, its software, or Services. In the event of any claim, allegation, suit or proceeding alleging any matter potentially covered by the agreements in this Section, you agree to pay for the defense of the Indemnified Party, including reasonable costs and attorneys’ fees incurred by the Indemnified Party. Commission Clarity reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Commission Clarity in asserting any available defenses. You agree that the provisions in this section will survive any termination of your account, this Agreement, or your access to the Commission Clarity and/or Site or Services.
7. Electronic Communications from Commission Clarity. By using our Site or Services, you agree that Commission Clarity may communicate with you via electronic messages, including email, text message/SMS, or mobile push notifications in accordance with our Privacy Policy. For contractual purposes, you (1) consent to receive communications from Commission Clarity in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Commission Clarity provides to you electronically satisfy any legal requirement that such communications would satisfy if they were in writing. You agree to keep your contact information, including email address, current.
8. No Joint Venture or Partnership. No joint venture, partnership, employment, or agency relationship exists between you, Commission Clarity, or any third-party provider as a result of this Agreement or use of Commission Clarity Services.
9. Arbitration. Commission Clarity reserves the right to choose to result any dispute, claim, or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in the State of Idaho before one arbitrator. If Commission Clarity chooses arbitration, you and Commission Clarity hereby waive any constitutional and statutory rights to go to court and have a trial in front of a judge or jury. You and Commission Clarity are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, unless such claims and disputes pertain to: (1) seeking to enforce or protect, or the validity of your or our intellectual property rights; and (2) any claim for injunctive relief.

10. Severability. If any of the provisions, or portions thereof, of this Agreement are found to be invalid under any applicable statute or rule of law, then, that provision (or portion thereof) notwithstanding, this Agreement shall remain in full force and effect and such provision or portion thereof shall be deemed omitted.
11. Assignment. This Agreement and the rights granted and the obligations hereunder may not be transferred, assigned, or delegated in any manner by You, but may be freely transferred, assigned, or delegated by Commission Clarity.
12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws governing the state of Idaho.
13. Contact Information. Commission Clarity is a Wyoming limited liability company with a physical address of 30 N Gould St, Sheridan, WY 82801. You may contact Commission Clarity by sending correspondence to that address or by emailing hello@commissionclarity.io.