

## **TERMS OF SERVICE**

### **1. Introduction**

Last Updated 02/27/2024

Our aim is to keep this Agreement as readable as possible, but in some cases for legal reasons, some of the language is required "legalese".

#### **1. Your Acceptance of this Agreement**

These terms of service are entered into by and between You and Title Guard, LLC, d/b/a Do Not Sell Now ("Company," "we," "our," or "us"), The following terms and conditions, together with any documents they expressly incorporate by reference (collectively "Terms of Service"), govern your access to and use of <https://myhometitleguard.com/>, including any content functionality, and services offered on or through <https://myhometitleguard.com/> (the "Website"). We offer the following service that is subject to these Terms of Service: Subscription to the Do Not Sell List (collectively "Services").

**Please read the Terms of Service carefully before you start to use the Website,**

By using the Website (or by clicking to accept or agree to the Terms of Service when this option is made available to you), you accept and agree to be bound and abide by these Terms of Service and our Privacy Policy, incorporated herein by reference. If you do not want to agree to these Terms of Service, you must not access or use the Website.

You must be at least 13 years old to use this Website. However, children of all ages may use the Website if enabled by a parent or legal guardian. If you are under 18, you represent that you have your parent or guardian's permission to use the Website. Please have them read these Terms of Service with you,

If you are a parent or legal guardian of a user under the age of 18, by allowing your child to use the Website, you are subject to the terms of these Terms of Service and responsible for your child's activity on the Website.

**YOU ACCEPT AND AGREE TO BE BOUND AND COMPLY WITH THESE TERMS OF SERVICE;**

**YOU REPRESENT AND WARRANT THAT YOU ARE THE LEGAL AGE OF MAJORITY UNDER APPLICABLE LAW TO FORM A BINDING CONTRACT WITH US; AND,**

**YOU AGREE IF YOU ACCESS THE WEBSITE FROM A JURISDICTION WHERE IT IS NOT PERMITTED, YOU DO SO AT YOUR OWN RISK.**

#### **3. Updates to Terms of Service**

We may revise and update these Terms of Service from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter.

Continuing to use the Website following the posting of revised Terms of Service means that you accept and agree to the changes. You are expected to check this page each time you access this Website so you are aware of any changes, as they are binding on you.

#### **4. Your Responsibilities**

You are required to ensure that all persons who access the Website are aware of this Agreement and comply with it. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete.

**YOU ARE SOLELY AND ENTIRELY RESPONSIBLE FOR YOUR USE OF THE WEBSITE AND YOUR COMPUTER, INTERNET, AND DATA SECURITY.**

**5. Prohibited Activities**

You may use the Website only for lawful purposes and in accordance with these Terms of Service. You agree not to use the Website:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the exports of data software to and from the U.S. or other countries),
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise,
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Submission Standards set out in these Terms of Service.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other persona or entity (including, without limitation, by using email addresses associated with any of the foregoing),
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the website, or which as determined by us, may harm the Company or users of the website, or expose them to liability.

**Additionally, you agree not to:**

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real-time activities through the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website,
- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Service, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful,

- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempting to interfere with the proper working of the Website.

## **6. Intellectual Property Rights**

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright trademark, patent trade secret, and other intellectual property or proprietary rights laws.

These Terms of Service permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such material in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication or distribution.

You must not:

- Modify copies of any materials from this site.
- Delete or alter any of the copyright, trademark, or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes any part of the website or any services or materials available through the Website.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Service, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Service is a breach of these Terms of Service and may violate copyright, trademark, and other laws.

## **7. Our Rights**

We have the right, without provision of notice to:

- Take appropriate legal action, including, without limitation, referral to or cooperation with law enforcement or regulatory authorities, or notifying the harmed party of any illegal or unauthorized use of the Website; and
- Terminate or suspend your access to all or part of the Website for any or no reason, including, without limitation, any violation of these Terms of Service.

**YOU WAIVE AND HOLD HARMLESS COMPANY AND ITS PARENT, SUBSIDIARIES, AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, AND SUCCESSORS FROM ANY AND ALL CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY AND ANY OF THE FOREGOING PARTIES RELATING TO ANY INVESTIGATIONS BY EITHER THE COMPANY OR BY LAW ENFORCEMENT AUTHORITIES.**

## **8. Third-Party Links and Content**

For your convenience, this Website may provide links or pointers to third-party sites or third-party content. We make no representations about any other websites or third-party content that may be accessed from this Website. If you choose to access any such sites, you do so at your own risk. We have no control over the third-party content or any such third-party sites and accept no responsibility for such sites or for any loss or damage that may arise from your use of them. You are subject to any terms and conditions of such third-party sites.

## **9. Payment and Fees**

You may be required to purchase or pay a fee to access our services. We accept for all purchases. However, Company does not guarantee the availability of any payment method at any moment and Company may add, remove or suspend any payment method temporarily or permanently at Company's sole discretion. You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Website and to promptly update account and payment information, including email address, payment method, and payment card expiration date, in order to complete your purchases and contact you as needed. Sales tax will be added to the price of purchases as deemed required by us. We may change prices at any time. All payments shall be in the currency advertised on the website.

You agree to pay all charges or fees at the prices then in effect for your purchases, and you authorize us to charge your chosen payment provider for any such amounts upon making your purchase.

We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment. We also reserve the right to refuse any order placed through the Website.

## **10. Disclaimers, Liability and Indemnification**

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY GOODS, DIGITAL PRODUCTS, SERVICES, INFORMATION OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY GOODS, SERVICES, DIGITAL PRODUCTS, INFORMATION OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

YOU ACKNOWLEDGE AND AGREE THAT COMPANY OR ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS MAKE NO WARRANTY, REPRESENTATION, OR ENDORSEMENT WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, SUITABILITY, ACCURACY, CURRENCY, OR AVAILABILITY OF THE WEBSITE OR ITS CONTENTS OR THAT ANY GOODS, SERVICES, DIGITAL PRODUCTS, INFORMATION OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE OR CONTENT ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR DESTRUCTIVE CODE.

### **How We Limit Our Liability to You**

EXCEPT WHERE SUCH EXCLUSIONS ARE PROHIBITED BY LAW, IN NO EVENT SHALL THE COMPANY NOR ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS BE LIABLE UNDER THESE TERMS OF SERVICE TO YOU OR ANY THIRD-PARTY FOR ANY CONSEQUENTIAL INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, DATA REVENUE OR PROFIT, COST OF CAPITAL, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), ANY OTHER THEORY OF LIABILITY, OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **Indemnification**

To the maximum extent permitted by applicable law, you agree to defend, indemnify, and hold harmless Company, its parent, subsidiaries, affiliates, and their respective directors, officers, employees, agents, service providers, contractors, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your breach of these Terms of Service or your use of the Website including, but not limited to, third-party sites and content, any use of the Website's content and services other than as expressly authorized in these Terms of Service or any use of any goods, digital products and information purchased from this Website.

## **11. Privacy Policy**

Your provision of personal information through the Website is governed by our privacy policy located at (PRIVACY POLICY URL) (the "**Privacy Policy**"),

## **12. Governing Law**

The Website and these Terms of Service will be governed by and construed in accordance with the laws of the State of Washington and any applicable federal laws applicable therein. without giving effect to any choice or conflict of law provision, principle, or rule and notwithstanding your domicile, residence, or physical location. Any action or proceeding arising out of or relating to this Website and/or under these Terms of Service will be instituted in the courts of the State of Washington, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding. You waive any and all objections to the exercise of jurisdiction over you by such courts and to the venue of such courts.

## **13. Severability**

If any provision of these Terms of Service is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of these Terms of Service will continue in full force and effect.

## **14. Entire Terms of Service**

These Terms of Service constitute the entire and only Terms of Service between the parties in relation to its subject matter and replaces and extinguishes all prior or simultaneous Terms of Services, undertakings, arrangements, understandings, or statements of any nature made by the parties or any of them whether oral or written (and, if written, whether or not in draft form) with respect to such subject matter. Each of the parties acknowledges that they are not relying on any statements, warranties or representations given or made by any of them in relation to the subject matter of these Terms of Service, save those expressly set out in these Terms of Service, and that they shall have no rights or remedies with respect to such subject matter otherwise than under these Terms of Service save to the extent that they arise out of the fraud or fraudulent misrepresentation of another party. No variation of these Terms of Service shall be effective unless it is in writing and signed by or on behalf of Company.

## **15. Waiver**

No failure to exercise. and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof. nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder.

## **16. Notice**

We may provide any notice to you under these Terms of Service by: (i) sending a message to the email address you provide to us and consent to us using; or (ii) by posting to the Website. Notices sent by email will be effective when we send the email and notices we provide by posting will be effective upon posting. It is your responsibility to keep your email address current.

To give us notice under these Terms of Service, you must contact us as follows: (i) by personal delivery, overnight courier or registered or certified mail to Do Not Sell Now, [BUSINESS ADDRESS], Wenatchee,

WA, 98801, US. We may update the address for notices to us by posting a notice on this Website. Notices provided by personal delivery will be effective immediately once personally received by an authorized representative of Company. Notices provided by overnight courier or registered or certified mail will be effective once received and where confirmation has been provided to evidence the receipt of the notice.

## **17. Contact Us**

This Website is operated by Do Not Sell Now, [BUSINESS ADDRESS]. Wenatchee, WA. 98801, US, 1(509) XXX-XXXX.

Should you become aware of misuse of the website including libelous or defamatory conduct, you must report it to the Company. All reports of misuse and other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to [brian@pioneertitlecompany.com](mailto:brian@pioneertitlecompany.com)

## **PRIVACY POLICY**

Last Modified: February 27, 2024

### **1. Introduction**

At Title Guard, LLC, d/b/a/ Do Not Sell Now (“us”, “we”, “our” or the “Company”) we value your privacy and the importance of safeguarding your data. This Privacy Policy (the “Policy”) describes our privacy practices for the use of this site (the “Website”) and the activities set out below. In accordance with U.S. federal law, this Policy serves to inform you of how we collect, use, share, and protect your personal information. Federal law also limits how we can use your information. Please read this notice carefully to understand what we do with the personal information (“Personal Information”) we collect both online and offline. In this Policy, Personal Information refers to any information that on its own, or in combination with other available information, can identify an individual.

### **Scope**

This policy applies to the Title Guard, LLC websites, domains, applications, services, and products.

This Policy does not apply to third-party applications, websites, products, services or platforms that may be accessed through (non-Title Guard, LLC) links that we may provide to you. These sites are owned and operated independently from us, and they have their own separate privacy and data collection practices. Any Personal Data that you provide to these websites will be governed by the third-party's own privacy policy. We cannot accept liability for the actions or policies of these independent sites, and we are not responsible for the content or privacy practices of such sites.

### **Processing Activities**

This Policy applies when you interact with us by doing any of the following:

- Make use of our application and services as an authorized user

- Visit any of our websites that link to this Privacy Statement

## 2. Personal Data We Collect

When you purchase our services, or attempt to do so, we collect the following types of Personal Data:

This includes:

- Account Information such as your name, email address, and password
- Payment Information such as your billing address, phone number, credit card, debit card or other payment method

When you use our products and/or features, we collect the following types of Personal Data:

- Account Information such as your name, email address, and password
- Payment Information such as your billing address, phone number, credit card, debit card or other payment method

### How We Collect Your Personal Data

We collect Personal Data from the following sources:

**From You.** You may give us your Account Information, Payment Information, Financial Information, Demographic Data, Purchase Information, Content, Feedback, Product Information, by filling in forms, using our products or services, entering information online or by corresponding with us by post, phone, email or otherwise. This includes Personal Data you provide, for example, when you:

- Create an account or purchase services on our website;
- Use our products or services;
- Express interest in our products or services;
- Subscribe to our newsletter;
- Complete a voluntary market research survey;
- Contact us with an inquiry or to report a problem (by phone, email, social media, or messaging service);
- When you log in to our website via social media;

**Automated technologies or interactions:** As you interact with our website, we may automatically collect the following types of data (all as described above): Device Data about your equipment, Usage Data about your browsing actions and patterns; and Contact Data where tasks carried out via our website remain uncompleted, such as incomplete orders. We collect this data by using cookies, server logs, and other similar technologies. Please see our Cookie section (below) for further details.



**Third parties:** We may receive Personal Data about you from various third parties, including:

- Account Information and Payment Information from another individual when they purchase a subscription for you on our website;
- Device and Usage Data from third parties, including analytics providers such as Google;
- Account Information and Payment Data from social media platforms when you log in to our website using such social media platforms;
- Content from communication services, including email providers and social networks, when you give us permission to access your data on such third-party services or networks;
- Account Information and Payment Data from third parties, including organizations (such as law enforcement agencies), associations and groups, who share data for the purposes of fraud prevention and detection and credit risk reduction; and
- Account Information, Payment Data, and Financial Data from providers of technical, payment and delivery services.

If you provide us, or our service providers, with any Personal Data relating to other individuals, you represent that you have the authority to do so and acknowledge that it will be used in accordance with this Policy. If you believe that your Personal Data has been provided to us improperly, or to otherwise exercise your rights relating to your Personal Data, please contact us by using the information set out in the "Contact us" section below.

### **Device and Usage Data**

When you visit the Title Guard, LLC, website, we automatically collect and store information about your visit using browser cookies (files which are sent by us to your computer), or similar technology. You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. The Help Feature on most browsers will provide information on how to accept cookies, disable cookies or to notify you when receiving a new cookie. If you do not accept cookies, you may not be able to use some features of our Service and we recommend that you leave them turned on.

### **Data we collect from third parties**

We may receive your Personal Data from third parties such as companies subscribing to Title Guard, LLC, services, partners and other sources. This Personal Data is not collected by us but by a third party and is subject to the relevant third party's own separate privacy and data collection policies. We do not have any control or input on how your Personal Data is handled by third parties. As always, you have the right to review and rectify this information. If you have any questions you should first contact the relevant third party for further information about your Personal Data. Where that third party is unresponsive to your rights, you may contact the Data Protection Officer at Title Guard, LLC (contact details below).

Our websites and services may contain links to other websites, applications and services maintained by third parties. The information practices of such other services, or of social media networks that host our

branded social media pages. are governed by third parties' privacy statements, which you should review to better understand those third parties' privacy practices.

### **Purpose and Legal Basis for the Processing of Personal Data**

We collect and use your Personal Data with your consent to provide, maintain, and develop our products and services and understand how to improve them.

These purposes include:

- To deliver your product or service
- To fulfill orders including electronic shipment
- To verify or authenticate your identity; and
- Investigate and prevent security incidents such as breaches, attacks and hacks
- Providing, Developing, and Improving our Products and Services
- Deliver, maintain, debug and improve our products and services.
- Enable you to access Title Guard, LLC services and set up accounts,
- Provide you with technical and customer support
- Organize and Deliver Advertising and Marketing
- Send you newsletters and other marketing communications about current and future products, programs and services, events, competitions, surveys and promotions held by us or hosted on our behalf; and
- Organize events or register attendees and schedule meetings for events.

Where we process your Personal Data to provide a product or service, we do so because it is necessary to perform contractual obligations. All of the above processing is necessary in our legitimate interests to provide products and services and to maintain our relationship with you and to protect our business for example against fraud. Consent will be required to initiate services with you. New consent will be required if any changes are made to the type of data collected, Within our contract, if you fail to provide consent, some services may not be available to you,

### **International Data Transfer and Storage**

Where possible, we store and process data on servers within the general geographical region where you reside (note: this may not be within the country in which you reside). Your Personal Data may also be transferred to, and maintained on, servers residing outside of your state, province, country or other governmental jurisdiction where the data laws may differ from those in your jurisdiction. We will take appropriate steps to ensure that your Personal Data is treated securely and in accordance with this Policy as well as applicable data protection law.

### **Sharing and Disclosure**

We will share your Personal Data with third parties only in the ways set out in this Policy or set out at the point when the Personal Data is collected.

We also use Google Analytics to help us understand how our customers use the site. You can read more about how Google uses your Personal Data here: <https://www.google.com/intl/en/policies/privacy/>

You can also opt-out of Google Analytics here: <https://tools.google.com/dl1229waoP-tout?hl-en>

We may also use your Personal Data to provide you with targeted marketing via advertisements or communications (such as newsletters).

For more information about how targeted advertising works, you can visit the Network Advertising Initiative's ("NAI") educational page at <http://www.networkadvertising.org/understanding-online-advertising/how-does-it-work>

Additionally, you can opt out of some of these services by visiting the Digital Advertising Alliance's opt-out portal at: <http://optout.aboutads.info/>

### **Legal Requirement**

We may use or disclose your Personal Data in order to comply with a legal obligation, in connection with a request from a public or government authority, or in connection with court or tribunal proceedings, to prevent loss of life or injury, or to protect our rights or property. Where possible and practical to do so, we will tell you in advance of such disclosure.

### **Service Providers and Other Third Parties**

We may use a third party service provider, independent contractors, agencies, or consultants to deliver and help us improve our products and services. We may share your Personal Data with marketing agencies, database service providers, backup and disaster recovery service providers, email service providers and others but only to maintain and improve our products and services. For further information on the recipients of your Personal Data, please contact us by using the information in the "Contacting us" section below.

## **3. Cookies**

### **What are Cookies?**

A cookie is a small file with information that your browser stores on your device. Information in this file is typically shared with the owner of the site in addition to potential partners and third parties to that business. The collection of this information may be used in the function of the site and/or to improve your experience.

### **How we use cookies**

To give you the best experience possible, we use the following types of cookies:

- **Strictly Necessary.** As a web application, we require certain necessary cookies to run our service.
- **Preference.**

- We use preference cookies to help us remember the way you like to use our service.
- Some cookies are used to personalize content and present you with a tailored experience. For example, location could be used to give you services and offers in your area.

#### **4. Retention & Deletion**

We will only retain your Personal Data for as long as necessary for the purpose for which that data was collected and to the extent required by applicable law. When we no longer need Personal Data, we will remove it from our systems and/or take steps to anonymize it.

#### **5. Merger or Acquisition**

If we are involved in a merger, acquisition or asset sale, your personal information may be transferred. We will provide notice before your personal information is transferred and becomes subject to a different Privacy Policy. Under certain circumstances, we may be required to disclose your personal information if required to do so by law or in response to valid requests by public authorities (e.g. a court or a government agency).

#### **6. How We Keep Your Data Safe**

We have appropriate organizational safeguards and security measures in place to protect your Personal Data from being accidentally lost, used or accessed in an unauthorized way, altered or disclosed.

The communication between your browser and our website uses a secure encrypted connection wherever your Personal Data is involved.

We require any third party who is contracted to process your Personal Data on our behalf to have security measures in place to protect your data and to treat such data in accordance with the law.

In the unfortunate event of a Personal Data breach, we will notify you and any applicable regulator when we are legally required to do so.

#### **7. Children's Privacy**

We do not knowingly collect Personal Data from children under the age of 16 years.

#### **8. Your Rights to your Personal Data**

Depending on your geographic location and citizenship, your rights are subject to local data privacy regulations.

#### **Withdrawing Consent**

If you have consented to our processing of your Personal Data, you have the right to withdraw your consent at any time, free of charge, such as where you wish to opt out from marketing messages that you receive from us. If you wish to withdraw your consent please contact us using the information found at the bottom of this page.

#### **How to Exercise Your Rights**

You can make a request to exercise any of these rights in relation to your Personal Data by sending the request to our privacy team by using the form below.

For your own privacy and security, at our discretion, we may require you to prove your identity before providing the requested information.

## **9. Changes**

We may modify this Policy at any time. If we make changes to this Policy then we will post an updated version of this Policy at this website. When using our services, you will be asked to review and accept our Privacy Policy. In this manner, we may record your acceptance and notify you of any future changes to this Policy.

## **10. Contact Us**

To request a copy for your information, unsubscribe from our email list, request for your data to be deleted, or ask a question about your data privacy, please contact Do Not Sell Now, [BUSINESS ADDRESS]. Wenatchee, WA. 98801, US, 1(509) XXX-XXXX.

All reports of misuse and other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to [brian@pioneertitlecompany.com](mailto:brian@pioneertitlecompany.com)

## **SUBSCRIPTION AGREEMENT**

### **1. Introduction**

Last Updated 02/27/2024

This Subscription Services Agreement (the "Agreement") is a binding agreement between Title Guard, LLC, d/b/a Do Not Sell Now ("Company") and the Subscriber identified in the website signup and/or service order and/or order form and/or statement of work ("Subscriber") for access or use of the Services (as defined below) and states the terms upon which Company provides such Services to Subscriber. The purpose of this Agreement is to establish the terms and conditions under which Subscriber obtains Company's Services as described in a website signup and/or service order and/or order form and/or statement of work or other document signed or agreed to by Subscriber. In the event of any inconsistency or conflict between the terms of this Agreement and the terms of any website signup and/or service order and/or order form and/or statement of work, the terms of the website signup and/or service order and/or order form and/or statement of work shall control. Subscriber and

Company shall each be referred to as a "Party" and collectively referred to as the "Parties" for purposes of this Agreement.

## **2. Services**

Subject to the terms and conditions of this Agreement, Company will provide, and hereby grants Subscriber the limited, non-exclusive, non-transferable, non-sublicensable right to access and use Company's software as a service product, or other services, initially set forth in the website signup and/or service order and/or order form and/or statement of work executed by you (the "Services").

## **3. Modification**

Subscriber acknowledges that Company may modify the features and functionality of the Services at any time. Company shall provide Subscriber with thirty (30) days' notice of any deprecation of any material feature or functionality. Company will not materially decrease the overall functionality of the Services purchased by Subscriber during the applicable Term (as defined below).

## **4. Subscriber's Account**

Subscriber shall create an account within the Services. Subscriber is responsible for (a) ensuring that Subscriber's account registration information is complete and accurate and (b) the security and confidentiality of Subscriber's account credentials, Subscriber shall designate at least one authorized user who shall have administrative access to Subscriber's account, with full access privileges and the authority to place orders, The Services may only be used by Subscriber's authorized employees, agents, or contractors in the performance of their duties to Subscriber. Subscriber shall notify Company immediately of any unauthorized use of any password or account or any other known or suspected breach of security, Subscriber is solely responsible for all activity which occurs within Subscriber's account and for the actions of its employees, contractors, or agents, whether or not such person is or was acting within the scope of their employment, engagement, or agency relationship,

Subscriber shall not:

- (a) copy the Services, except as expressly permitted by this Agreement;
- (b) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Services;
- (c) reverse engineer, disassemble, integrate, modify, remove, decompile, decode, create derivative works or updates of, adapt, or otherwise attempt to derive or gain access to the source code of the Services or any part thereof;
- (d) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Services, including any copy thereof;
- (e) license, sublicense, sell, outsource, transfer, assign, distribute, or otherwise commercially exploit or resell the Services to any third-party other than authorized users in furtherance of Subscriber's internal business purposes as expressly permitted by this Agreement, unless expressly agreed to otherwise in writing by Company;
- (f) access the Services for competitive purposes; or

(g) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management or security features in or protecting the Services.

## **6. Compliance**

Subscriber is responsible for compliance with the provisions of this Agreement by any authorized users, employees, agents, and/or contractors and for any and all activities that occur under Subscriber's account, which Company may verify from time to time. Without limiting the foregoing, Subscriber will ensure that any use of the Services is compliant with all applicable laws and regulations as well as any and all privacy notices, agreements, or other obligations Subscriber may maintain or enter into with authorized users.

## **7. Term**

Unless the Services are terminated in accordance with this Agreement or the applicable website sign up and/or service order and/or order form and/or statement of work the term of the Services shall be as specified in the applicable website signup and/or service order and/or order form and/or statement of work (the "Term"). Except as otherwise specified in a website signup and/or service order and/or order form and/or statement of work the Term will automatically renew for additional periods equal to the expiring Term or one (1) year (whichever is shorter), unless either Party gives the other notice of non-renewal at least thirty (30) days before the end of the relevant Term.

## **8. Mutual Termination for Cause**

A Party may terminate this Agreement for cause: (a) upon written notice to the other Party of a material breach by the other Party if such breach remains uncured after thirty (30) days from the date of receipt of such notice; or (b) immediately if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

## **9. Termination by Company**

In addition to its other rights and remedies, Company reserves the right, without liability to Subscriber, to immediately suspend any and all access to the Services if Subscriber breaches this Agreement (including a breach of the Restrictions} or any relevant website signup and/or service order and/or order form and/or statement of work until such breach is cured. If such breach is (a) unable to be cured, or (b) is not cured within thirty (30) business days from the suspension, then Company may immediately terminate the Agreement and/or the applicable website signup and/or service order and/or order form and/or statement of work.

If Company terminates Subscriber's Services, Subscriber must immediately pay any and all unpaid fees (as defined below) associated with the remainder of such Term in addition to any other amounts Subscriber may owe Company. Company's termination for cause will not relieve Subscriber's obligation to pay any fees payable to Company for the period prior to termination.

## **10. Fees**

Subscriber shall pay Company all fees as set forth in the applicable website signup and/or service order and/or order form and/or statement of work (the "Fees"), Except as otherwise specified herein or in a

website signup and/or service order and/or order form and/or statement of work: (a) Fees are based on Services purchased, regardless of usage; (b) payment obligations are non-cancelable and Fees paid are non-refundable; (c) all Services shall be deemed accepted upon delivery and (d) the Services purchased cannot be decreased during the relevant Term.

#### **11. Payment and Billing**

Except as otherwise set forth in the applicable website signup and/or service order and/or order form and/or statement of work all Fees will be billed annually in advance. All invoices for Fees and taxes are due and payable within the time frame and in the currency set forth in the applicable website signup and/or service order and/or order form and/or statement of work without deduction or setoff. If Subscriber fails to pay any amounts due under this Agreement by the due date, in addition to any other rights or remedies it may have under this Agreement or by matter of law: (a) Company reserves the right to suspend the Services upon thirty (30) days' notice, until such amounts are paid in full; and (b) Company will have the right to charge interest at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law until Subscriber pays all amounts due, together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Company in collecting such overdue amounts or otherwise enforcing Company's rights hereunder.

#### **12. Taxes**

Fees do not include any taxes, tariffs, levies, duties, or similar governmental charges or assessments of any nature, including, value-added, sales, use, or withholding taxes, assessable by any jurisdiction. Subscriber is responsible for paying all taxes associated with its purchases under this Agreement. If Company is legally required to pay or collect taxes for which Subscriber is responsible under this Section, Company shall invoice Subscriber and Subscriber shall pay such amounts, unless Subscriber provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority.

#### **13. Confidential Information Definition**

Confidential Information shall mean all information or data disclosed by a Party or any of its affiliates that is confidential, proprietary, or otherwise not publicly available, or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure whether oral or in writing, and disclosed during the Term in connection with the Services. Confidential Information includes: (a) with respect to Subscriber: Subscriber Data (as defined below); (b) with respect to Company: the Services and the pricing; and (c) with respect to a Party: any technical, financial, economic, marketing, strategic, business, product, design, or operational information, including the terms of this Agreement and all website signup and/or service order and/or order form and/or statement of work of such Party. Confidential Information does not include information that: (a) is or becomes a part of the public domain through no act or omission of the other Party; (b) was in the other Party's lawful possession prior to the disclosure and had not been obtained by the other Party either directly or indirectly from the disclosing Party; (c) is lawfully disclosed to the other party by a third-party without restriction on the disclosure; or (d) is independently developed by the other Party.

#### **14. Protection of Confidential Information**



In connection with the Services, each Party will protect the other's Confidential Information from unauthorized use, access, or disclosure in the same manner as each Party protects its own confidential information, but with no less than reasonable care. Except as otherwise expressly permitted pursuant to this Agreement, each Party may use the other Party's Confidential Information solely to exercise its respective rights and perform its respective obligations under this Agreement and shall disclose such Confidential Information: (a) solely to the employees and/or non-employee service providers and contractors who have a need to know such Confidential Information and who are bound by terms of confidentiality intended to prevent the misuse of such Confidential Information; (b) as necessary to comply with an order or subpoena of any administrative agency or court of competent jurisdiction; or (c) as reasonably necessary to comply with any applicable law or regulation. Given the unique nature of Confidential Information, the Parties agree that any violation or threatened violation by a Party to this Agreement with respect to Confidential Information may cause irreparable injury to the other Party. Therefore, the Parties agree such violation or threatened violation shall entitle the other Party to seek injunctive or other equitable relief in addition to all legal remedies.

## **5. Security**

Company will maintain a security framework of policies, procedures, and controls that include administrative, physical, and technical safeguards for protection of the security and integrity of the Services, and of the Subscriber Data contained within the Services, using the capabilities of currently available technologies and in accordance with prevailing industry practices and standards. Company will access and use the Subscriber Data solely to perform its obligations in accordance with the terms of this Agreement.

## **16. Intellectual Property Rights**

All rights, title and interest in and to the Services (including without limitation all intellectual property rights therein and all modifications, extensions, customizations, scripts, or other derivative works of the Services provided or developed by Company), and anything developed or delivered by or on behalf of Company under this Agreement are owned exclusively by Company or its licensors. Except as provided in this Agreement, the rights granted to Subscriber do not convey any rights in the Services, express or implied, or ownership in the Services or any intellectual property rights thereto. Any rights in the Services or Company's intellectual property not expressly granted herein by Company are reserved by Company. Company's service marks, logos, and product and service names are marks of Company and the Subscriber agrees not to display or use the Company's marks in any manner without Company's express prior written permission.

## **17. Subscriber Data**

Subscriber Data shall mean any content data, information, and other materials submitted by Subscriber or an authorized user to the Services. Subscriber Data excludes Statistical Usage Data (as defined below), any content from publicly available sources, and Feedback (as defined below), Subscriber Data and Subscriber's Confidential Information are and will remain owned exclusively by Subscriber or its authorized users, as applicable. Subscriber hereby grants Company, its affiliates, and its sub-processors a worldwide right and license to access, host, display, process, analyze, transmit, reproduce, and otherwise utilize Subscriber Data for the purposes of providing and improving the Services in accordance with this Agreement.

## **8. Warranties**

Each Party represents and warrants to the other that (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms; (b) no authorization or approval from any third-party is required in connection with such Party's execution, delivery, or performance of this Agreement; and (c) the execution, delivery, and performance of the Agreement does not and will not violate the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.

## **19. Company Warranties**

During an applicable Term, Company warrants that (a) this Agreement and any other applicable documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of data; and (b) the Services will perform materially in accordance with the applicable documentation. For any breach of a warranty in this section, Subscriber's exclusive remedies are those described herein. The warranties herein do not apply to any misuse or unauthorized modification of the Services made by Subscribers or any authorized users.

## **20. Disclaimers**

EXCEPT AS SPECIFICALLY SET FORTH IN COMPANY WARRANTIES. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW. AND COMPANY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES. WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SUBSCRIBER ACKNOWLEDGES THAT COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR FREE FROM VIRUSES OR OTHER MALICIOUS SOFTWARE, AND NO INFORMATION OR ADVICE OBTAINED BY SUBSCRIBER FROM COMPANY OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

## **21. Indemnification by Company**

Company shall defend any claim brought against Subscriber by a third-party to the extent such claim alleges that Subscriber's use of the Services, as authorized in this Agreement (a) infringes any valid and enforceable third-party patent, copyright, or registered trademark; or (b) misappropriates a third-party trade secret. If a third-party makes a claim against Subscriber, Company shall pay all damages awarded against Subscriber by a court of competent jurisdiction, or the settlement agreed to by Company with respect to such claim.

If any claim is brought or threatened, or if Company reasonably believes that the Services may become the subject of a claim, Company may, at its sole option and expense: (a) procure the right to continue to use the applicable Services for Subscriber; (b) modify the Services to make it non-infringing; (c) replace the affected aspect of the Services with non-infringing technology having substantially similar capabilities; or (d) if Company determines none of the foregoing is commercially practicable, terminate this Agreement upon thirty (30) days' notice and refund Subscriber any prepaid Fees related to the applicable Services prorated for the remainder of the Term.

Company's defense and indemnity obligations do not apply to, and Company will have no liability with respect to, any claim arising in whole or part due to: (a) any modification of the Services made by anyone other than Company, (b) any use of the Services in combination with software, products, or services not provided by Company, (c) any third-party applications; (d) Services under an website signup and/or service order and/or order form and/or statement of work, for which there is no charge; (e) Subscriber's use of the Services not in compliance with this Agreement; or (f) Subscriber's failure to use any update provided by Company,

This indemnity states Company's entire liability, and Subscriber's exclusive remedy, for any claims as described in this section.

## **22. Indemnification by Subscriber**

Subscriber shall defend any claim brought against Company by a third-party to the extent such claim relates to the Subscriber's Data (if used by Company in accordance with this Agreement) or third-party applications built by or on behalf of Subscriber. If a third-party makes such a claim against Company, Subscriber shall pay all damages, including reasonable attorneys' fees, awarded against Company or the settlement agreed to by Subscriber with respect to such claim. This indemnity states Subscriber's entire liability, and Company's exclusive remedy, for any third-party claims as described in this section.

## **23. Indemnification Procedure**

The defense and indemnity obligations above are conditioned upon the indemnified Party providing the indemnifying Party with (a) prompt notice; (b) sole control over the defense and any settlement negotiations; and (c) all information and assistance reasonably requested by the indemnifying Party in connection with the defense or settlement of the indemnifiable claim. The indemnifying Party shall not agree to a settlement that imposes any obligation or liability on the indemnified Party without the indemnified Party's prior written consent. The indemnified Party may appear in connection with such claims, at its own expense, through counsel reasonably acceptable to the indemnifying Party.

## **24. EXCLUSION OF DAMAGES**

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) SHALL EITHER PARTY TO THIS AGREEMENT, OR THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, SUPPLIERS, OR LICENSORS, BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA (WHERE SUCH DATA IS LOST IN THE COURSE OF TRANSMISSION VIA SUBSCRIBER'S SYSTEMS OR OVER THE INTERNET THROUGH NO FAULT OF COMPANY). BUSINESS INTERRUPTION, LOSS OF GOODWILL, COSTS OF COVER OR REPLACEMENT, OR FOR ANY OTHER TYPE OF INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGES, OR FOR ANY OTHER INDIRECT LOSS OR DAMAGES INCURRED BY THE OTHER PARTY OR ITS AFFILIATES IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.

## **25. LIMITATION OF LIABILITY**

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE COMPANY'S LIABILITY TO SUBSCRIBER, SUBSCRIBER'S AFFILIATES, OR ANY THIRD-PARTY ARISING OUT OF THIS AGREEMENT OR

THE SERVICES, SHALL IN NO EVENT EXCEED THE FEES PAID BY SUBSCRIBER DURING THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE ESSENTIAL PURPOSE OF THIS LIMITATION OF LIABILITY SECTION IS TO ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THE FEES, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF WE WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. WE HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE SUBSCRIBER WITH THE RIGHTS TO ACCESS AND USE THE SERVICES PROVIDED FOR IN THIS AGREEMENT. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL NOT APPLY TO CLAIMS OR DAMAGES RESULTING FROM COMPANY'S INTELLECTUAL PROPERTY CLAIMS INDEMNITY OBLIGATIONS OF THIS AGREEMENT.

## **26. Jurisdiction-specific exclusions**

Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages or for a Party's own fraud, willful injury to the person or property of another, or violation of law which means that some of the above limitations may not apply to Subscriber. IN THESE JURISDICTIONS, THE COMPANY'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BYLAW.

## **27. Enforceable against Company**

Any claims or damages that Subscriber may have against Company shall only be enforceable against Company and not any other entity, nor any officers, directors, representatives, or agents of Company.

## **28. Export Compliance**

The Services and other technology, and derivatives thereof. may be subject to export controls and economic sanctions laws and regulations of the United States and other jurisdictions. Subscriber agrees to comply with all such laws and regulations as they relate to the access to and use of the Services and other Company technology. Each Party represents that it (nor its parents or controlling shareholders) is not named on any U.S. government or other applicable restricted-party list. and Subscriber will not, and will not permit any agent or end-user to: (a) access or use any Service in a U.S. embargoed or U.S. sanctioned country or region, (e.g. Cuba, Iran, North Korea, Syria, Crimea, or any other country or region embargoed or sanctioned during the Subscription Term); (b) access or use any Service if Subscriber, agent, or end-user is named on any U.S. government or other applicable restricted-party list; (c) place any information in the Services that is controlled under the U.S. International Traffic in Arms Regulations or other similar laws; or (d) access or use any Service for any purpose prohibited by the United States or applicable international import and export laws and regulations.

Company reserves the unconditional right to refuse to enter into a contractual relationship with any particular company, legal entity or individual on the basis of export control restrictions, embargoes, sanctions or other considerations to the extent permitted by law.

## **29. Use Restrictions**

If Subscriber is a U.S. federal government department or agency or contracting on behalf of such department or agency, each of the Services is a "Commercial Product" as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software

Documentation”, as those terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Services are licensed to Subscriber with only those rights as provided under the terms and conditions of this Agreement.

### **30. Governing Law**

The Agreement will be governed by and construed in accordance with the laws of the State of Washington of and any applicable federal laws applicable therein, without giving effect to any choice or conflict of law provision, principle, or rule and notwithstanding your domicile, residence, or physical location. Any action or proceeding arising out of or relating to the Services will be instituted in the courts of State of Washington, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding. Subscriber waives any and all objections to the exercise of jurisdiction over Subscriber by such courts and to the venue of such courts.

The provisions of the United Nations Convention of Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Acts will not apply to this Agreement in any manner whatsoever.

### **31. Severability**

If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

### **32. Assignment**

Each Party shall not assign this Agreement, in whole or part, or any right or interest herein, without the other Party's prior written consent, and any purported assignment will be void. However, Company may assign this Agreement without consent to an affiliate, or in connection with a merger, consolidation, or corporate reorganization, sale of all or substantially all of its assets or business, or other change of control transaction. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

### **33. Force Majeure**

Neither Party will be responsible or liable for any failure or delay in its performance under this Agreement, except for payment of Fees to the extent due to any cause beyond its reasonable control. The Party suffering a force majeure event shall use reasonable efforts to mitigate against the effects of such force majeure event. For the avoidance of doubt, issues relating to COVID-19 will not be considered a force majeure event.