

## Terms of Service

These Terms of Service, together with all of the documents referred to or attached herein (collectively, the “Agreement”), is a legal Agreement between you (“you,” “your,” or “user(s)” whether or not capitalized) and Snap2Close Real Estate Photography, LLC (“Snap2Close,” “us,” “we” or “our”) an Arizona Limited Liability Company governing the access and use of this website (<https://www.Snap2Close.com>) (“Website”), including all deliverables, materials, content, functionality, and services offered by Snap2Close (collectively a “Service” or the “Services”) whether as a guest or registered or unregistered user or whether or not you purchase Services from Snap2Close.

Please read these Terms of Service carefully before you start to use our Website or Services. Please also read our [Privacy Policy](https://www.snap2close.com/privacy-policy.html) at <https://www.snap2close.com/privacy-policy.html>. BY USING OUR WEBSITE OR SERVICES OR BY CLICKING TO ACCEPT OR AGREE TO OUR TERMS OF SERVICE WHEN THIS OPTION IS MADE AVAILABLE TO YOU, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THEM AND THAT YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THEM INCLUDING ALL DOCUMENTS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, THEN YOU HAVE NO RIGHT TO ACCESS OUR WEBSITE OR USE OUR WEBSITE OR SERVICES.

By using our Website or Services you agree to be bound by the version of this Agreement in effect when you do so. We may revise and update any part of this Agreement from time to time in our sole discretion, and when we do so, we will post the updates to our Website. All changes are effective immediately when we post them and will apply to all access to and use of our Website or Services thereafter. Your access or use after such posting will constitute acceptance by you of such changes. If you object to anything in this Agreement or our Privacy Policy, do not use the Website or the Services.

### Eligibility

By using our Website, you represent and warrant that you are eighteen (18) years of age or otherwise of legal age to form a binding contract and abide by the terms and conditions. If you accept or agree to this Agreement on behalf of another individual, or a company or other legal entity, you also represent and warrant that you have the legal authority to do so and in such event, the uses of “you” or “your” in this Agreement will refer and apply to such third party. If you do not meet all these requirements, you must not access or use our Website.

### Privacy Policy

Snap2Close values your privacy. Please review our Privacy Policy at <https://snap2close.com/privacy-policy> which describes our privacy policies in detail, including the kind of information we collect about you, how we use the information collected, and how we protect your personal information and honor your requests regarding your personal information.

## **Website, Services and Your Consent.**

We reserve the right to withdraw or amend our Website, and any Services or material we provide on our Website, in our sole discretion without notice to you. Unless we have specifically agreed otherwise, we will not be liable if for any reason all or any part of our Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of our Website, or the entire Website, to users, including registered users. In order to protect the integrity of our Website and Services, Snap2Close reserves the right at any time in its sole discretion to block Users from certain IP addresses from accessing the Website.

By accessing the Website, registering on the Website or using our Services, you consent to have this Agreement provided to you in electronic form and agree that Snap2Close may communicate with you electronically. All communications, including notices, disclosures, updates, agreements, and other communications that Snap2Close provides to you electronically, including without limitation by posting on the Website or by email at the address designated by you, are equivalent to communications in writing and shall have the same force and effect as if they were in writing and signed by Snap2Close. Notices and communications to Snap2Close must be sent to Snap2Close at: Snap2Close Real Estate Photography, LLC, 9609 E Camino Del Santo, Scottsdale, Arizona 85260 or [admin@snap2close.com](mailto:admin@snap2close.com).

We will provide to you our Services and Deliverables requested via the Website or as otherwise agreed in writing by you and us. Examples of our current Services and packages and terms and conditions specific to certain Services are described below or on our Website. We will include content and functionality on our Website or designate the number of our employees or contractors that we determine to be sufficient, in our sole discretion, to be capable of supporting our Services. Snap2Close reserves the right to use contractors or third parties to complete any Services or provide any Deliverable in our sole discretion.

## **Your Obligations**

1. You are responsible for making all arrangements necessary for you to have access to our Website, Services and Deliverables.
2. You are responsible for ensuring that all persons who access our Website and Services through your internet connection are aware of this Agreement and comply with it.
3. To access this Agreement, our Website, or some of the content on the Website, you may be asked to provide certain registration details or other information. It is a condition of your use of our Website and Services that all the information you provide to us is correct, current and complete. You agree that all information you provide to us, including but not limited to through the use of any interactive features on our Website, is governed by our Privacy Policy and this Agreement and you consent to all lawful actions that we take with

respect to your information, as long as such actions are consistent with our Privacy Policy.

4. If you have an account to use our Services through our Website and have specific login credentials, such as a user name, password or any other piece of information given as part of our security procedures (collectively “User ID”), your User ID must be treated as confidential, and you must not and will not disclose such information to any other person or entity. You also acknowledge that your User ID is personal to you – for your individual and exclusive use only – and that you expressly agree not to provide any other person or entity with your User ID or allow them to access to your account, our Website, or to obtain Services without our authorization.
5. You agree to notify us immediately of any suspected or confirmed unauthorized access to or use of your User ID or any other breach of security that could affect us or our Services to you. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your User ID, your other personal information, or information that we generate or display on our Website. Snap2Close will not be liable for any loss or damage arising from your failure to comply with this provision.
6. We have the right, but we are not obligated, to disable any User ID or other identifier, whether chosen by you or provided to you by us, at any time in our sole discretion if, in our opinion, you have violated any provision of this Agreement or you have indicated that you no longer consent to electronic communications. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law. Please print a copy of this document for your records.
7. You agree to respond promptly to any reasonable requests from us (or any of our authorized representatives) for instructions, information or approvals required by us to provide our Services.
8. You agree to cooperate with us in our provision of our Services, and to give access to your systems, premises, employees, contractors, information and equipment as required to enable us to provide our Services.
  - a. You agree to comply with:
    - i. our Privacy Policy;
    - ii. this Agreement;
    - iii. all payment obligations;
    - iv. any addenda to this Agreement including customized Services or pricing for Services or other special terms and conditions entered in to with us; and
    - v. any nondisclosure and/or confidential disclosure agreement(s) entered into between us.

## **Terms Related to Specific Services**

Snap2Close offers these standard Service packages with the following specific terms and conditions:

1. HDR Images – Images produced as part of the service by Snap2Close Photographers and processed through Snap2Close's HDR Image Processing System.
2. Snap2Close Marketing Suite – Web Application within which the Services are delivered to users

## **Enhancements**

For a complete list of Service Package contents and available 'Enhancements', please visit <https://Snap2Close.com>.

Snap2Close reserves the right to process more or less than the specified number of photos in each package, dependent upon the unique situation of each property.

## **Scheduling**

After your order is placed, a Snap2Close representative will contact you either via telephone or email to schedule your Services if you do not choose to schedule your photoshoot online at the time of order.

Snap2Close is not liable in any way if Snap2Close cannot get in touch with you if you provided inaccurate contact information during the registration process or if you are unavailable or for any other reason.

If neither an agent nor property owner is present at the time the Services are scheduled to be performed, and no prior requests related to the expected photo shot selection has been made, all photos taken will be at the discretion of the photographer.

It is always the property owner's and/or agent's responsibility to prepare the property for the photoshoot, and Snap2Close is not responsible for homes that are not in 'show-quality' condition at the time of the photoshoot. Snap2Close shoots all photos of the property in "as-is" condition except for minor changes made to the properties lights and window coverings to enhance photo quality.

Unless access to the property is otherwise arranged, an agent or property owner must be present at the time of the tour. Snap2Close is not responsible for inaccessible properties and reserves the right to charge cancellation, reschedule, reshoot, or travel fees as a result of property inaccessibility.

## **Distribution of Services and Deliverables**

After a shoot is completed and the photos are processed, the photos and tours will be uploaded to the Website. An email containing a link to the photos and Services will be sent to the contact on file. Snap2Close is not responsible for emails not received but will make an attempt to send Deliverables to an alternative email address if notified that the initial email was not received. No refunds of fees will be given if a listing sells between the time the photos are taken and the time they are distributed to the agent and/or property owner.

## **Internet Display**

You agree that all photos and images displayed on the internet are the property of Snap2Close. You also acknowledge and agree that all Deliverables that are uploaded to the internet may be available for public viewing. If an agent or property owner's contact information is attached to a Deliverable or listing, it may be displayed online for public viewing.

Snap2Close reserves the right to send your property information and Deliverables to other real estate websites and portals in order to generate more exposure for your listings. If you do not wish for such distribution, you must request that we do not send your listing data to any third parties when requesting the Services.

## **Term of Agreement**

This Agreement will remain in full force and effect while you use the Website or any Services and/or have an account with us or are a registered user. Snap2Close may terminate this Agreement, or decline to provide certain Services, at any time if you are not in compliance with all the terms and conditions of this Agreement, including payment obligations, or as otherwise provided in this Agreement. Unless you and Snap2Close have agreed in writing to a different termination procedure, you may terminate this Agreement or your account registration at any time, for any reason, by (a) following the instructions via the Website using the account settings, or (b) by sending Snap2Close written notice of termination to Snap2Close Termination, 9609 E Camino Del Santo, Scottsdale, Arizona 85260; or (c) by sending an email notice of termination to admin@snap2close.com. Even after this Agreement is terminated, all payment obligations and any terms that by their nature should survive termination of this Agreement shall be deemed to survive such termination. With respect to Confidential Information that constitutes a trade secret under applicable law, the confidentiality provisions of this Agreement will survive termination until, if ever, such Confidential Information loses applicable trade secret protection.

## **Fees and Payment**

You agree to pay us the fees in effect for each Service selected by you at the time you request the Service. Prices are different for Services performed for residential properties and commercial properties. If fees for a particular Service are not listed on the Website or already

agreed between us, contact Snap2Close for more information. You agree to pay all fees in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason. All taxes which may be imposed on any transaction under this Agreement are your responsibility (other than taxes based upon our income) and will be paid directly by you. All pricing for Services is subject to change at any time. All late payments will bear interest at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. You will also reimburse us for all expenses incurred by us in collecting any late payments from you, including, without limitation, attorneys' fees. In addition to all other remedies available under this Agreement or at law, we will be entitled to immediately suspend your account or Services without prior notice to you if you fail to pay any amounts when due.

Snap2Close will bill you for requested Services and Additional Fees through an online account (your "Billing Account") at the completion of each Service. If you and Snap2Close have not agreed in writing to a different invoicing and payment process, you agree to pay Snap2Close for all fees for Services requested by you or other persons (including your agents) via your Billing Account. You agree to enter into your Billing Account valid payment card information and you authorize Snap2Close to charge such payment card for all fees (your "Payment Method"). You agree to make payment using your selected Payment Method for each Service and additional fees or expenses agreed or incurred, including but not limited to, charges for cancellation, reshoots, travel fees, 'no show' fees and/or upgrades to your chosen Services elected after the initial order was placed (collectively "Additional Fees" as further defined below). If a valid Payment Method is not in the Billing Account or payment is not otherwise agreed or received by us when a Service is requested, the Service will not be performed.

We will bill your payment card upon completion of Services for all charges and Services unless otherwise agreed between us in writing prior to the completion of the Service. You authorize Snap2Close and the processor of your Payment Method to (a) initiate and pay recurring charges for all fees payable to Snap2Close until such time as this Agreement is terminated and (b) pay charges for any Additional Fees that you may incur under the Agreement. You further represent and warrant that (i) your Payment Method and the payment card information you supply to us is true, correct and complete, (ii) you are duly authorized to use such Payment Method to pay all fees, including recurring fees and Additional Fees, and (iii) payments made and charges incurred by you will be honored. If Snap2Close does not receive payment from your Payment Method, you agree to pay all amounts due on your Billing Account upon demand via an alternative method.

Snap2Close will retain the Payment Method information as part of your Billing Account, as a convenience for you to pay recurring fees and for Services over time. We will use commercially reasonable security policies and procedures and security tools with respect to your Payment Method information designed to prevent unauthorized access to your Payment Method. However, it is impossible for us to maintain impervious security and we are not responsible for malicious attacks or theft that result in your Payment Method information being accessed by another party without our consent.

## **Additional Fees**

Snap2Close reserves the right to charge additional fees due to cancellations, rescheduling, travel time, and reshoots.

Cancellations or Rescheduling will be honored for a full refund up to 5:00pm (in the time zone in which services were to be performed) the day prior to the scheduled shoot. Cancellations that occur after 5:00pm (in the time zone in which services were to be performed) the day prior to the shoot will incur cancellations fees of the higher amount of \$49.00 or of 15% of the price of the services.

All refunds will exclude our transaction cost of \$0.30 and 2.9% of the total transaction.

Once a Snap2Close photographer has photographed a property, cancellations and/or rescheduling requests will not be entitled to a refund.

Travel Fees of \$0.25 (25 cents) per mile will be charged as a trip fee per photoshoot for facilities located within the greater Phoenix metro area. Travel fees for photoshoots outside of the greater Phoenix metropolitan area will be calculated before the photoshoot.

## **Confidentiality**

From time to time, you or Snap2Close (as the "Discloser") may disclose or make available to the other party (as the "Recipient"), non-public, proprietary, and confidential information of Discloser that the Recipient should reasonably understand is confidential ("Confidential Information" or "CI"). If the parties have entered into a separate nondisclosure agreement the terms of that agreement will apply to CI disclosed pursuant to this Agreement. Otherwise, the terms of this section will apply to CI. Confidential Information does not include any information that is generally available to the public without breach of an agreement, was provided to the Recipient by a third party permitted to disclose the information on a non-confidential basis, was in Recipient's possession prior to Discloser's disclosure or was independently developed by Recipient without use of Discloser's information.

The Recipient will protect and safeguard the confidentiality of CI received from Discloser with at least a commercially reasonable degree of care; not use or permit access to the CI of Discloser for any purpose other than as contemplated by this Agreement; and not disclose, directly or indirectly, Discloser CI to any person or entity, except to personnel, agents, or independent contractors who need to know the CI to assist the Recipient to perform under this Agreement.

If the Recipient is required by applicable law or legal process to disclose any Confidential Information, Recipient will, prior to making such disclosure, use commercially reasonable efforts to notify Discloser of such requirements to afford Discloser the opportunity to seek, at Discloser's sole cost and expense, a protective order or other remedy.

## **Intellectual Property Rights**

Services and Website Content: As between you and Snap2Close, our Services, Website and its entire contents, features and functionality, including but not limited to all information, software, text, displays, unique color choices, images, video and audio, and the design, selection and arrangement thereof including all of the goodwill associated therewith and derivative works (collectively “Intellectual Property”) are owned by Snap2Close and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws (collectively “Intellectual Property Rights”). You do not acquire any right, title or interest in any Snap2Close property or Intellectual Property Rights under this Agreement, by use or otherwise.

Snap2Close Trademarks: Snap2Close’s name, logo and all related names, logos, service names, designs and slogans are trademarks of Snap2Close. You must not – and by using our Website, you agree not to – use such marks without our prior written permission. All other names, logos, service names, designs and slogans on our Website are the trademarks of their respective owners.

Limited License. All photos, images, video, audio and other materials provided to you as part of the Services or Website (collectively “Deliverable(s)”) are solely and exclusively owned by Snap2Close. Snap2Close reserves all ownership in all Intellectual Property Rights in and to all Deliverables. If you have paid in full all applicable fees for the Deliverables and remain in continued compliance with this Agreement, Snap2Close grants you a limited, revocable, non-transferable, non-sublicensable, non-exclusive license to use and display, to the extent reasonably necessary to enable you to market the real property related to the Deliverables in accordance with this Agreement. You may allow your Multiple Listing Service (“MLS”) provider to display the Deliverables on your behalf for the sole purpose of fulfilling the defined purposes of your agreement with your MLS provider. Such permitted use shall not in any way be construed as a license to or transfer of ownership of the Deliverables to the MLS. If Snap2Close provides desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own use in accordance with this Agreement, provided you agree to be bound by any end-user license agreement for each such application.

Deliverables that are “Stock Image Packages” or “Subdivision Packages” may be used only by you and your MLS provider to market the real property listing for which the Service was purchased and cannot be duplicated, copied or otherwise used to market any other property or for any other purpose.

## **Prohibited Activities**

This Agreement permits you to use the Website and our Services for the purposes specified on the Website or as otherwise agreed between you and us. Except as explicitly permitted under this Agreement or if you are given prior written permission by us, you must not – and by using

our Services or Website you agree not to: reproduce, modify, create derivative works of, download, store or transmit any Deliverables, materials on the Website, or our Intellectual Property; or distribute, publicly display, publicly perform, republish, sub-license, sell or transfer any Deliverables to any third party for any reason; or print or download information provided on the Website except for internal business purposes, and not for further reproduction, publication or distribution to third parties that are not part of your internal business; or delete or alter or obscure any copyrights, trademark or other proprietary rights notices from Deliverables or copies of materials from the Website.

## **Prohibited Uses**

(a) You may use our Services and Website only for lawful purposes and in accordance with this Agreement. You agree not to use our Services or Website:

(i) in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States of America (the "USA") or other countries) or would give rise to civil liability;

(ii) 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;

(iii) to do anything that is fraudulent, false, misleading or deceptive, including but not limited to impersonating or attempting to impersonate us or our personnel, another user or any other person or entity (including, without limitation, by using email addresses, login credentials, or screen names associated with any of the foregoing);

(iv) to do anything that is defamatory, obscene, pornographic or vulgar;

(v) to share your User ID or make the functionality of the password-access portion of the Website available to multiple users through any means; or

(vi) to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us in our reasonable business judgment, may harm Snap2Close or users of the Website or expose Snap2Close and/or Website users to liability, violence or injury.

(b) Additionally, you agree not to:

(i) use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of the Website, including their ability to engage in real-time activities through the Website;

(ii) use any robot, spider, crawler, data mining tool or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the Deliverables or material on the Website;

(iii) use any manual process to monitor or copy any of the Deliverables or material on the Website or for any unauthorized purpose (including but not limited to reverse engineering, decompiling or disassembling any software, plug-ins or applications that might be a part of the Website) without prior written consent from Snap2Close;

(iv) use any device, software or routine that interferes with the proper working of the Website;

(v) introduce any viruses, trojan horses, worms, logic bombs or other type of software or similar material which is malicious or technologically harmful;

(vi) attempt to probe, scan or test the vulnerability of any Snap2Close system or network, or attempt to breach any security or authentication measures, or 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;

(vii) attack the Website via a denial-of-service attack or a distributed denial-of-service attack; or

(viii) otherwise attempt to interfere with the proper working of the Website.

## **Links**

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and we accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to the Website, you do so entirely at your own risk and subject to the terms and conditions of use for such other websites.

## **Social Media Features**

(a) The Website may provide certain social media features that enable you to:

(i) link from your own or certain third-party websites to certain content on the Website;

(ii) send emails or other communications with certain content, or links to certain content, on and/or from the Website; or

(iii) cause limited portions of content on the Website to be displayed or appear to be displayed on your or other MLS websites.

(b) You may use the features described above solely with respect to the content they are displayed with, and always in accordance with this Agreement. Subject to the foregoing, you must not – and by using the Website, you agree not to:

(i) establish a link from any website that is not owned by you or your MLS;

(ii) cause the Website or portions of the Website to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site;

(iii) link to any part of the Website other than the Snap2Close homepage; or

(iv) otherwise take any action with respect to the materials on the Website that is inconsistent with any provision of this Agreement.

(c) You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

(d) We may disable all or any social media features and any links at any time, with or without notice to you, in our sole discretion.

## **Modifications to Services and Website**

Snap2Close may update the content on the Website from time to time, but the content of our Website is not necessarily complete or up-to-date. We are under no obligation to update content or other materials on the Website. Snap2Close reserves the right at any time to modify or discontinue, temporarily or permanently, the Website or our Services (or any part thereof) with or without notice. You agree that Snap2Close shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Website or our Services.

## **Customer Service**

Snap2Close personnel will provide you with assistance and guidance to use the Website and our Services through our Client Success Specialists. When communicating with any of our personnel, including our Client Success Specialists, you may not be abusive, obscene, profane, offensive, sexist, threatening, harassing, racially offensive, or otherwise behave inappropriately. If we feel that your behavior towards any of our personnel is at any time threatening or offensive, we reserve the right to immediately terminate your registration.

## **Limited Warranty; Disclaimers**

Snap2Close warrants that we will provide our Services and the Website in accordance with this Agreement and as specified on the Website with a commercially reasonable level of care. Your sole and exclusive remedy for our breach of this limited warranty is that Snap2Close will re-perform at its expense any Service that does not conform to this warranty within a reasonable time (but no more than fifteen (15) days after we receive your written notice of such non-conformity). You must provide Snap2Close written notice of the non-conformity within ten (10) days after you first learn of the non-conforming Service.

SNAP2CLOSE MAKES NO WARRANTIES EXCEPT FOR THOSE PROVIDED ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED. SNAP2CLOSE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECTION YOUR COMPUTER EQUIPMENT, YOUR COMPUTER PROGRAMS, YOUR DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON THE WEBSITE, OR ON ANY WEBSITE LINKED TO OUR WEBSITE.

As clarification, but not limitation, Snap2Close does not warrant the accuracy, completeness or usefulness of information on the Website. Snap2Close assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, your account, User ID or communications. Snap2Close is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any site or combination thereof, including injury or damage any equipment, hardware, computers or other property related to or resulting from the Services.

Under no circumstances will Snap2Close or any of its affiliates, advertisers, promoters or distribution partners be responsible for any loss or damage, including personal injury or death, resulting from anyone's use of the Website or the Services. Snap2Close cannot guarantee and does not promise any specific results from use of the Website and/or the Service.

## **Limitation of Liability**

IN NO EVENT WILL SNAP2CLOSE BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SNAP2CLOSE HAS BEEN

ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL SNAP2CLOSE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, OUR WEBSITE OR SERVICES, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID BY YOU TO SNAP2CLOSE IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

### **Dispute Resolution**

If a dispute arises regarding the respective rights or obligations under this Agreement, the parties agree to first attempt to settle the dispute by direct discussions. If such dispute cannot be settled by direct discussions, any unresolved dispute or breach will be resolved as provided herein. The prevailing or non-dismissing party in any dispute, litigation, or cause of action related to this Agreement will be entitled to reimbursement of all reasonable expenses, including without limitation, court or arbitration or mediation costs and attorney fees incurred in good faith.

If a dispute arising out of this Agreement cannot be resolved by direct discussion between the parties, by using the Website you expressly agree that any such dispute shall be governed by the laws of the State of Arizona, without regard to its conflict of law provisions, and you expressly agree and consent to the exclusive jurisdiction and venue of the state and federal courts located in the State of Arizona, the City of Scottsdale or Maricopa County, for the resolution of any such claim or dispute. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

IN NO EVENT WILL SNAP2CLOSE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, OUR WEBSITE OR SERVICES, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID BY YOU TO SNAP2CLOSE IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

### **Indemnity by You**

You agree to defend, indemnify and hold Snap2Close, its subsidiaries, affiliates, officers, agents, and other partners and employees, harmless from any loss, liability, claim, damages, costs, or demands of any nature, including reasonable attorney's fees, made by any third party due to or arising out of your use of any Services or Deliverables or the Website or its content in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your obligations set forth herein.

## **No Third-Party Beneficiaries**

You agree that, except as otherwise expressly provided in this Agreement, there shall be no third-party beneficiaries to this Agreement.

## **General**

Snap2Close will not be liable or responsible to you, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in providing any Services when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control including, without limitation, interruption of internet services, acts of God, flood, fire, earthquake, pandemic, governmental actions, war, terrorist threats or acts, riot, or other civil unrest, national emergency, or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of sixty (60) days, you will be entitled to give notice to us to terminate our Service, provided that you permanently discontinue your use of such Service.

Neither this Agreement, nor any of your rights or obligations pursuant to this Agreement or regarding use of the Website or Services, is assignable or transferable by you without the prior written consent of Snap2Close which shall be in its sole discretion. Any attempted assignment without Snap2Close consent is void and of no force or effect. This Agreement is binding upon each party of this Agreement and their successors and permitted assigns.

No failure or delay by a party in exercising any right, power, or privilege under this Agreement will operate as a waiver of such, nor will any single or partial exercise of any right, power, or privilege preclude any other or further exercise of any other right, power, or privilege under this Agreement. This Agreement may not be modified except as expressly provided within the Agreement.

You and Snap2Close are independent contractors, and no agency, partnership, joint venture, employee-employer relationship is intended or created by this Agreement. This Agreement contains the entire agreement between you and Snap2Close regarding the use of the Website and/or the Services. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. Please contact us with any questions regarding this agreement.

The Website is operated by Snap2Close. Our address is 9609 E Camino Del Santo, Scottsdale, Arizona, 85260. If you have questions or concerns regarding this Agreement, the Services, or the Website, please contact us by emailing us at [admin@Snap2Close.com](mailto:admin@Snap2Close.com) or by clicking on 'Contact Us' at: <https://www.Snap2Close.com>