

LUX10

TERMS OF SERVICE AND CONDITIONS OF USE

(Effective 2/22/2024)

Welcome to LUX10, operated by Bill Bell, LLC (“LUX10”). By using LUX10’s applications, websites, and other services (including the LUX10 iOS or Android applications, www.LUX10.com, and all other websites operated by LUX10) (collectively, the “Services”), you, the user, agree to be bound by the following terms of service, as may updated from time to time (the “Terms”). Where used in these Terms, “you,” “your” and similar words mean the visitor to and/or user of the Services. “We,” “our” and “us” refers to LUX10.

Provided that you fully comply with these Terms and agree to be bound by them in all respects, LUX10 grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Services. Access to certain of our services require payment of fees. **BY USING THE WEBSITE, YOU AGREE TO THESE TERMS IN FULL AND AGREE TO BE LEGALLY BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT USE THE WEBSITE AND YOU MUST LEAVE THE WEBSITE IMMEDIATELY.**

Children under the age of 13 are expressly prohibited from using the Services. By using the Services (and thereby accepting these Terms), you represent that you are over the age of 13 and are at least the age of majority in your jurisdiction (which, in most jurisdictions, is 18). If you are not competent to enter into the contract created by these Terms (because you are a minor or for any other reason), then you may not use or access the Services.

We reserve the right, at our sole discretion, to change, modify, add or remove some or all of these Terms at any time and without prior notice to you. The Terms are posted within LUX10’s applications and websites and reflect the then-existing Terms. It is your responsibility to review these Terms periodically for any amendments. Your continued use of the Services following any amendments to these Terms means that you accept and agree to the amendments.

Other agreements, policies and documents may apply to your relationship with LUX10, including but not limited to our Privacy Policy. These Terms do not replace, amend, or supersede any such other written agreements, policies and documents unless otherwise expressly indicated herein or in such other written agreement.

Notwithstanding your acceptance of and agreement to these Terms, your access to the Services and to any portions thereof is and will remain at the sole and absolute discretion of LUX10. We may temporarily or permanently terminate, suspend or refuse to permit your access to any portion of the Services and to any of the services provided on the Services for any reason, all at our sole and absolute discretion, with or without notice and without liability to LUX10. These Terms will continue in effect and are binding upon you even if the Services or your access to the Services is terminated or suspended.

LUX10 is an online marketplace which helps consumers research a variety of businesses and professionals in the real estate industry, including agents, builders, contractors, vendors and other parties (“Service Providers”) involved in the sale, leasing, financing, management, repair, renovation or maintenance of real estate in the US real estate market. LUX10 also provides for Service Providers to create profiles to promote their services and endorse other Service Providers based on their first-hand experiences with such Service Providers.

1. PERMITTED USES.

Except as expressly permitted herein, you may not use the Services or its content for any purpose without our express written permission.

Except for items in the public domain or used by LUX10 pursuant to a license from a third party, the content of the Services is the intellectual property and/or proprietary information of LUX10, its licensors and other third parties, and as may be applicable, retain all right, title and interest in the content of the Services.

Except as expressly permitted herein, you may not possess, use, reproduce, distribute, publish, display, broadcast, perform, adapt, translate or make derivatives of the content of the Services. You may not remove or modify any copyright notice or attribution of authorship. You may not claim to own or possess any right, title or interest in the Services' content or any copy, reproduction or derivative thereof.

Automated queries (including, but not limited to, screen and database scraping, spiders, robots, crawlers and all other automated activities conducted for the purpose of obtaining or extracting information from the Services) are strictly prohibited without the prior written consent of LUX10. As a limited exception, publicly available search engines and similar Internet navigation tools may query the Services and provide an index with links to the Services' web pages, but only to the extent such use constitutes fair use pursuant to applicable copyright law. Search engines and similar Internet navigation tools are not permitted to query or search information protected by a security verification system (*e.g.* a "captcha") or any other feature intended to limit access to human users.

All of the following actions and conduct are prohibited, and you may not engage in any of the following:

- a. You may not attempt to gain unauthorized access to any portion or feature of the Services or any other systems or networks connected to the Services or to any server related to the Services.
- b. You may not attempt to enter any portion of the Services by hacking, password mining or any other illegitimate means.
- c. You may not use any deep-link, page-scrape, robot, spider or other automatic device, program, algorithm or methodology, or any similar or equivalent automated or manual process, to access, acquire, copy or monitor any portion of the Services.
- d. You may not reproduce or circumvent the navigational structure or presentation of any Services.
- e. You may not obtain or attempt to obtain any materials, documents or information through any means other than as intended by LUX10.
- f. You may not probe, scan or test the vulnerability of the Services or of any network connected to the Services.
- g. You may not breach the security or authentication measures in the Services or any network connected to the Services.
- h. You may not reverse lookup, trace or attempt to trace any information belonging to or concerning any other user of or visitor to the Services or exploit the Services or any service or information made available or offered by or through the Services, so as to obtain or reveal information belonging to or concerning any other user of or visitor to the Services, including but not limited to personal identification or information, other than your own information.

i. You may not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Services or on LUX10's systems, servers or networks, or any systems, servers or networks connected to the Services.

j. You may not use any device, software or routine to interfere or attempt to interfere with the proper operation and function of the Services, with any transaction conducted on the Services or with any other person's use of the Services.

k. You may not forge headers or otherwise manipulate identifiers so as to disguise the origin of any message or communication that you send to LUX10 on or through the Services. You may not claim to be another person, misrepresent your identity or impersonate any other person.

l. You may not use the Services for any purpose that is illegal under the laws, regulations or ordinances of any applicable jurisdiction or that infringes upon the rights of others, including but not limited the rights of LUX10 in and to its intellectual property.

m. You may not violate the terms of service and/or conditions of use established by any third party that offers websites, data, information or services connected to, linked to or from or related to the Services and any vendors of LUX10 that provide services or information incorporated in or linked to by the Services.

n. You may not use the Services to send spam or similar unsolicited and/or untargeted messages.

o. You may not export any part of the Services or use the Services, or any portion thereof, except in compliance with, and with all licenses and approvals required by applicable export laws, rules and regulations.

2. USER ACCOUNTS.

Certain portions of the Services may be accessible only to registered users. To be a registered user, you must agree to these Terms, and you must create a username and password. You acknowledge that the use of a username and password is an adequate form of security with respect to the information available in your account. You are solely responsible for (i) authorizing, monitoring, controlling access to and maintaining the strict confidentiality of your user name and password; (ii) not allowing another person to use your user name or password; (iii) any charges or damages that may be incurred as a result of your neglect to maintain the strict confidentiality of your user name and password; and (iv) promptly informing LUX10 in writing of any unauthorized access to your account of which you are aware and/or of the need to deactivate a user name due to security concerns. LUX10 is not liable for any harm related to the theft of usernames or passwords, disclosure of usernames or passwords or your authorization to allow another person or entity to access and use the Services using your user name or password. You must immediately notify LUX10 of any unauthorized use of your username or password and/or of any breach of confidentiality. Until LUX10 receives this notification from you, you will be liable for and responsible for any activity or harm resulting from the use of your account.

3. DISCLAIMER, RELEASE AND LIMITATION OF LIABILITY.

THE SERVICES AND THE CONTENT OF THE SERVICES ARE PROVIDED ON AN "AS IS," "WHERE IS," AND AN "AS AVAILABLE" BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NON-INFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, UPTIME, RELIABILITY OR ACCURACY. NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, ARE MADE THAT THE SERVICES AND CONTENT OF THE SERVICES WILL BE VIRUS-FREE, MALWARE-FREE OR FREE OF OTHER DISABLING OR MALICIOUS CODE. LUX10 DOES NOT PROMISE THAT THE SERVICES OR THE CONTENT OF THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED, THAT ANY

DEFECTS WILL BE CORRECTED OR THAT YOUR USE OF THE SERVICES WILL PROVIDE ANY SPECIFIC OUTCOME OR PARTICULAR RESULT.

THE CONTENT OF THE SERVICES DOES NOT CONSTITUTE ADVICE, ENDORSEMENT OR RECOMMENDATION BY LUX10 OF ANY PARTICULAR PRODUCT OR SERVICE AND IS NOT INTENDED TO BE RELIED UPON BY YOU IN MAKING (OR REFRAINING FROM MAKING) OR OTHERWISE INFLUENCING ANY ACTIONS OR DECISIONS.

LUX10 IS NOT RESPONSIBLE FOR ANY RETURNS, WARRANTIES, SUPPLIES, CUSTOMER SERVICES FOR THE SERVICES OFFERED BY ANY INDIVIDUAL VENDORS. YOU ARE RESPONSIBLE FOR REVIEWING THE POLICIES FOR EACH INDIVIDUAL VENDOR OFFERING SERVICES FOR PURCHASE AND SUCH INDIVIDUAL VENDOR'S POLICIES WILL GOVERN YOUR PURCHASE OF SERVICES.

LUX10, ITS OFFICERS, MEMBERS, EMPLOYEES, AGENTS, VENDORS, INFORMATION PROVIDERS AND SUPPLIERS WILL HAVE NO LIABILITY TO YOU UNDER ANY THEORY OF LIABILITY OR INDEMNITY IN CONNECTION WITH YOUR USE OF THE SERVICES. YOU HEREBY RELEASE AND FOREVER WAIVE ANY AND ALL CLAIMS YOU MAY HAVE AGAINST LUX10 AND/OR ITS OFFICERS, MEMBERS, EMPLOYEES, AGENTS, LICENSORS, VENDORS, INFORMATION PROVIDERS AND SUPPLIERS (INCLUDING, BUT NOT LIMITED TO, CLAIMS BASED ON THE NEGLIGENCE OF ITS OFFICERS, MEMBERS, EMPLOYEES, AGENTS, VENDORS, INFORMATION PROVIDERS OR SUPPLIERS) FOR LOSSES OR DAMAGES YOU SUSTAIN IN CONNECTION WITH YOUR USE OF THE SERVICES. NEITHER LUX10 NOR ITS OFFICERS, MEMBERS, EMPLOYEES, AGENTS, VENDORS, INFORMATION PROVIDERS OR SUPPLIERS WILL HAVE LIABILITY FOR DAMAGES, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE, ARISING FROM YOUR USE OF THE SERVICES, EVEN IF SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU ASSUME COMPLETE RESPONSIBILITY FOR YOUR USE OF THE SERVICES. LUX10 DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE SERVICES. YOUR SOLE REMEDY AGAINST LUX10 FOR DISSATISFACTION WITH THE SERVICES, THE CONTENT OF THE SERVICES AND/OR THE OUTCOME OR RESULT OF YOUR USE OF THE SERVICES IS TO STOP USING THE SERVICES AND/OR SUCH CONTENT. THIS LIMITATION OF YOUR RIGHTS AND REMEDIES IS AN INTEGRAL PART OF THE BARGAIN BETWEEN THE PARTIES.

If you do not agree to waive and release any and all claims that you may otherwise be able to assert against LUX10, then you must stop using the Services immediately.

In addition to the foregoing, you release LUX10 and its affiliates, and their respective members, officers, directors, employees and agents, from all liability related to any and all claims and demands you may assert against LUX10 and/or any third party arising out of the Services. If you are a California resident, you waive California Civil Code Section 1542, which states, "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

The above releases, limitations and disclaimers apply to all damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action.

LUX10 intends, and you acknowledge and agree, that the above disclaimers are intended to be broadly construed to limit the liability of LUX10. Nevertheless, in the event that any of the above disclaimers are found to be unenforceable, then the remaining disclaimers will continue in force and effect and will be construed as broadly as possible to effectuate the intent of the parties, which is to limit the LUX10's liability to fullest extent permitted by law.

4. INDEMNIFICATION.

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS LUX10 AND ITS OFFICERS, MEMBERS, EMPLOYEES, AGENTS, VENDORS, INFORMATION PROVIDERS AND SUPPLIERS FROM AND AGAINST ALL LOSSES, EXPENSES, DAMAGES AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES, RESULTING FROM ANY VIOLATION OF THIS AGREEMENT BY YOU AND/OR ANY ACTION TAKEN BY YOU RELATED TO THE SERVICES OR THE CONTENT OF THE SERVICES (INCLUDING, WITHOUT LIMITATION, INFRINGEMENT, MISAPPROPRIATION OF INTELLECTUAL PROPERTY AND/OR PROPRIETARY RIGHTS AND NEGLIGENT OR WRONGFUL CONDUCT WITHIN YOUR SUBMISSIONS OR OTHERWISE).

5. ACCURACY OF SERVICES AND INFORMATION.

LUX10 strives to ensure that the Services contain only accurate information, but does not warrant or represent that the information contained within the Services is accurate, complete or error free. LUX10 is not responsible for any content of the Services that is not accurate, complete or current. The Services' content is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information.

All descriptions, images, references, features, contents, specifications and prices described or depicted on the Services are subject to change at any time without notice. Certain measurements and other descriptions may be approximate and are provided for convenience only. It is your responsibility to determine and comply with all applicable laws, regulations and ordinances applicable to any product or service described in the Services.

LUX10 has no obligation to update, amend or clarify the content of the Services, except as may be required by law.

6. COMMUNICATIONS, SUBMISSIONS AND ADVERTISEMENTS.

Your personal information and communications to or from LUX10 are governed by our Privacy Policy, which is fully incorporated in these Terms as if set forth herein. These Terms supplement the Privacy Policy and do not amend or supersede the Privacy Policy. By using the Services, you acknowledge the terms of our Privacy Policy and understand that the use and sharing of your information is governed by our Privacy Policy.

If you contact an individual vendor or other third party through the Services or request that a vendor or other third party contact you (e.g. by filling out a contact or other request form within the Services), then you authorize LUX10 to provide your name, contact information and other identifying information that you provide to the applicable vendor or third party. The Services may include phone numbers that can connect you with LUX10, its service providers, vendors and other third parties. Your calls to those phone numbers may be routed through a third-party calling service, and may be recorded or monitored for quality assurance and customer service purposes. By calling any phone number included in the Services, you consent to the recording and monitoring of your call. Recorded or monitored phone calls will be handled in accordance with our Privacy Policy.

Certain Services may include the ability for you to submit, post, provide or share information (a "Submission") with LUX10 or to others. By making a Submission, you grant LUX10 an irrevocable, perpetual, royalty-free

worldwide license to (i) use, copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, modify, prepare derivative works of or incorporate into other works, and translate your Submission; and (ii) sublicense or assign the foregoing license, to the maximum extent permitted by applicable law. LUX10 will not pay you for your Submission or pay to use your Submission or pay to exercise any rights to your Submission licensed to LUX10. LUX10 may remove or modify your Submission at any time and for any reason. You agree that your Submission will contain only accurate and complete information to the best of your knowledge after reasonably diligent inquiry. By making a Submission, you represent to LUX10 that you have all rights (including but not limited to copyrights) necessary to grant LUX10 the license herein, and that LUX10's use of the Submission in relation to the Services will not infringe any rights of third parties. You are solely responsible for all Submissions made through your user account(s) on the Services or that you otherwise make available through the Services.

Certain portions and functions of the Services may require the distribution and sharing of your Submission to third parties over which LUX10 has no control. Your Submission will be distributed and shared only in accordance with our Privacy Policy. LUX10 is not responsible for, and makes no warranties or representations about, these third parties and/or their products or services, including but not limited to the content, availability or functionality of such third-party products or services. If you know or are made aware that your Submission is being or has been distributed or shared with a third party, then you acknowledge that your Submission and your use of the third party's products or services will be treated in accordance with the applicable terms and policies of the third party.

The costs and expenses associated with the Services may be covered, in part, by advertisements. To help make the advertisements relevant and useful to you, LUX10 may select and display advertisements based on the information, including personally identifying information that we collect from you, from you or in relation to your use of the Services. For more details, please see our Privacy Policy.

7. THIRD PARTY INFORMATION, PRODUCTS AND SERVICES.

LUX10 is not liable or responsible for the information, products and services provided by third parties and/or any person or entity not under the direct control and supervision of LUX10. LUX10 has no control over the information, products or services offered by any such third parties, and makes no promises, representations or warranties whatsoever about any such information, products or services. LUX10 is not responsible for or liable for any actions, errors or omissions of such third-party suppliers or providers of information, products or services.

8. INTELLECTUAL PROPERTY RIGHTS.

The LUX10 name is a trademark of LUX10 and may not be used without permission of LUX10. The Services and all content within the Services are the property of LUX10 or its applicable licensees. The Services and your use thereof are subject to the intellectual property rights of LUX10 and its licensors. Except as expressly permitted by LUX10, you may not use any of LUX10's trademarks (whether common law or registered) on the Services (including in your username). Content of the Services not owned by or licensed to LUX10 is the property of the applicable third party. Any rights not expressly granted herein are reserved.

Nothing in the Services or in these Terms should be construed as granting, by implication, estoppel or otherwise, any license or right in or to such LUX10's intellectual property (including but not limited to LUX10's copyrighted content and LUX10's trademarks) without the express written permission of LUX10. You agree not to copy, use or otherwise infringe upon LUX10's intellectual property rights (including but not limited to its trademarks and any copyright protected content in the Services). You further agree that you will not alter or remove any trademark, service mark, copyright or other notice from any copies of the information in the Services. You may not adapt, modify or change the copyright protected contents of the Services or create derivative works therefrom.

We respect the intellectual property rights of others, LUX10 reserves the right to block access to or remove material that it believes in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, content providers, members or users; and (ii) discontinue access to and use of the Services to individuals or entities believed by LUX10, in its sole and exclusive discretion, to be engaged in copyright infringement.

If you believe that material or content on or accessible through the Services infringes your intellectual property rights, you must send a notice of copyright infringement to LUX10's at info@LUX10.com. Your notice must contain (i) a physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed; (ii) an identification of the works or materials being infringed; (iii) an identification of the material that is claimed to be infringing, including information regarding the location of the infringing materials that the copyright owner seeks to have removed, with sufficient detail so that LUX10 is capable of finding and verifying its existence; (iv) contact information about the person providing the notice, including address, telephone number and, if available, email address; (v) a statement that the person providing the notice has a good faith belief that the presence on the Services of the material identified as infringing is not authorized by the copyright owner, its agent, or the law; and (vi) a statement made under penalty of perjury that the information provided is accurate and the person providing the notice is authorized to make the complaint on behalf of the copyright owner.

9. TERM, TERMINATION AND SURVIVAL.

These Terms will become effective and binding immediately upon your access or use of the Services and will continue in effect until LUX10 terminates these Terms, which it may do at any time and for any reason or no reason and with no notice.

Even after these Terms are terminated at any time for any reason, all terms, conditions and obligations of the introduction preceding Section 1 and Sections 3, 4, 8, 9, 10 and 11 will continue in full force and effect indefinitely, as well as any other provisions necessary to interpret or explain those Sections.

10. INTERPRETATION.

These Terms are a legally binding contract entered into in the Commonwealth of Pennsylvania. These Terms will be construed pursuant to the laws of the Commonwealth of Pennsylvania without regard to conflicts of law principles.

The recitals set forth above the numbered sections of the Terms are a substantive and material part of the Terms and are incorporated herein. The headings herein do not define, limit, expand or describe the scope or intent of any term or provision. If any term or provision of these Terms is held by a court of competent jurisdiction to be contrary to law or unenforceable, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and if no feasible interpretation will save such provision, it will be severed from these Terms, and the remaining Terms remain in full force and effect. The failure of LUX10 to enforce any provision of these Terms will not be construed as a present or future waiver of such provision. No course of dealing, nor any conduct or custom, between any of the parties will be effective to amend, modify or change any of the provision of these Terms.

LUX10 may transfer, assign or delegate these Terms, along with LUX10's rights and obligations herein, to any other party with no notice and without your consent. You may not transfer, assign or delegate any of your obligations hereunder.

11. JURISDICTION AND VENUE.

Any disputes, actions, claims or causes of action arising out of or in connection with these Terms or that relate to the subject matter hereof must be brought and heard in the state and federal courts located in and for the Commonwealth of Pennsylvania. By using the Services, you irrevocably consent to the jurisdiction of and venue in such courts and waive all claims or defenses based on lack of personal jurisdiction, improper venue, *forum non conveniens* or the like with respect to any action brought in the state and federal courts located in and for the Commonwealth of Pennsylvania.

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