

# TERMS OF USE

Effective date: September 19, 2021

Honely, LLC (“we,” “us,” or “our”) welcomes you to our Site. We invite you to access and use our website, [www.honely.com](http://www.honely.com), along with the services we provide through our website and subject to the following terms and conditions (the “Terms of Use” or “Terms”), which may be updated by us from time to time.

For your convenience, the following index summarizes the topics covered by this Terms of Use.

1. Eligibility
2. Description of Users
3. Complementary Service Providers
4. Property Valuation Forecast Tool Software User
5. Homeowner Registered Users
6. Use of Your Account
7. Software License Grants
8. Honely’s Intellectual Property
9. Feedback
10. Reporting Possible Claims of Copyright Infringement Under the Digital Millennium Copyright Act
11. Confidentiality
12. Use & Terms of Text Communications
13. Disclaimer of Warranties
14. Limitation of Liability
15. Fair Housing Act Disclosure
16. External Third-Party Sites
17. Indemnification
18. Compliance & Applicable Laws
19. Termination
20. Binding Arbitration
21. Class Action Waiver
22. Equitable Relief
23. Controlling Law; Exclusive Forum
24. Miscellaneous

BY BROWSING, ACCESSING, OR USING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE LEGALLY BOUND BY ALL OF THE TERMS AND CONDITIONS OF THESE TERMS OF USE. IF YOU DO NOT AGREE TO ANY OF THE TERMS, THEN PLEASE DO NOT USE OR ACCESS THE SITE OR ANY PORTION THEREOF.

THE SECTIONS BELOW TITLED "BINDING ARBITRATION" AND "CLASS ACTION WAIVER" CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. THEY AFFECT YOUR LEGAL RIGHTS. PLEASE READ THEM.

We reserve the right, at our sole discretion, to modify, discontinue, or terminate the availability of the Site, or to modify the Terms, at any time and without prior notice. If we modify the Terms, we will post the modification on the Site. You should periodically review the Terms of Use to determine if there has been any modification since you last accessed the Site. However, by continuing to access or use the Site after we have posted a modification on the Site, you are indicating that you agree to be bound by the modified Terms. We will provide the last date the Terms were updated at the beginning of these Terms. We encourage you to review these Terms regularly for updates. We may in our sole discretion also provide you with a Notice of Modification through your on-file e-mail address.

1. Eligibility:
  2. Our Website ("Site") is available for individuals aged 18 years or older located in the United States. If you are 18 or older, but under the age of majority in the particular state where you are domiciled, you should review these Terms with your parent or guardian to make sure that you and your parent or guardian understands it. We reserve the right, in our sole and absolute discretion, to deny you access to the Site or any part of the Site without notice and without reason.
- Description of Users:

1. Site Visitors.
2. Visitors to our Site, as the term implies, are people who do not register for an account, but want to explore the Site for informational purposes ("Visitors"). No login is required for Site Visitors. Without having to register, Visitors can view up to 5 properties either by address or zip code including all publicly-available features and functionalities on the Site and

contact us using the Site's contact link. Once the 5 properties limit is reached, Site Visitors will be denied further access to the Site unless they are accepted as a Registered User or Client.Registered Users and Clients.

1. As Related Directly to the Sale and Purchase of Real Estate. Our Registered Users and Clients include Real Estate Investors, Real Estate Agents and Brokers, Potential Home Buyers, Potential Home Sellers, and Home Owners.
  2. As Related To Complementary Services Generally Involving the Building of, Remodeling of, and Upkeep of Real Property. Our Registered Users and Clients include, but are not limited to, contractors and landscapers.
  3. As related to Complementary Services Involving Loans for Purchasing Real Estate. Our Registered users include, but are not limited to, private lenders and institutional lenders.
  4. As related to Complementary Services Involving Real Property Insurance, including but not limited to insurance underwriters and insurance agents/brokers.
  5. As related to the Usage of Our Proprietary Value Forecast Tool. As detailed in part c below, our Registered Users and Client include those who enter in a software licensing agreement with us to use this tool.
3. Proprietary Software Licensees.
  4. If you wish to obtain forecasts on a specific property's or zip code's projected valuation changes over a specified period of time, you will need to become a "Registered User" by registering for an account with the Site. To use one or more of the Property Value Forecast Tools (the "PVFTs") which we may available to Registered Users, you will need to be approved as a PVFT Licensee pursuant to the terms of the separate PVFT Licensing Agreement posted on the Site which you must approve and we must accept. The PVFT Licensing Agreement will govern your obligations as a PVFT Licensee. These Terms of Use which you are now reading govern your access and use of the Site and in no way supersede or negate anything in the PVFT Licensing Agreement. A Registered User need not be a PVFT Licensee. However, any PVFT Licensee must be a Registered User. Honely's services include providing a customized report on a

particular property to a Registered User/Client under a separate Agreement. Any Registered User/Client interested in obtaining a customized report should contact Honely through the contact information provided on the Website.Our Right to Accept or Reject any Applicant for Registered User Status.

3. We reserve the right to accept or reject any registration in our sole and exclusive discretion. Please note that Honely does not sell real property and only serves as a conduit to facilitate interactions involving the sale and purchase of real property. Honely is under no obligation to accept any individual as a Client or Registered User or to display any particular home on the Site whether by a homeowner or a Real Estate Agent. Complementary Service Providers:
4. When you connect to our Site, you may have access to advertisements by Complementary Service Providers (CSPs). By clicking on any advertisement, you will be leaving the Site and the Site will state as such. Under no circumstances will Honely be a party to any contract you may enter into with a Complementary Service Provider. You should review the CSP's own website for its own Terms of Use and Privacy Policy. Any contract for services between you and any Complementary Service Provider (CSP) is strictly between you and that CSP. You should do your due diligence in selecting any CSP. Honely shall have no liability whatsoever resulting from any agreement you enter into with a CSP. Nor shall Honely have any liability whatsoever should any CSP decline to enter into a contract with you. Property Valuation Forecast Tool Software User
5. You may use our Property Valuation Forecast Tool as both a Registered User and a Software Licensee as specified in provision 2(c) above by agreeing to and complying with the Software Licensee Agreement made available to You on our Site and providing the required information to Honely. If you are the agent for an entity and are initially registering as a Registered User on the entity's behalf, you will be asked to verify that you have right to designate the entity as a Registered User as the entity's authorized legal representative. Some of this required information may include your personal information, such as your name, email address, and phone number in addition to information related to the actual business entity. All information you provide shall be used and processed by Honely in accordance with our

Privacy Policy which you should carefully review. Homeowner  
Registered Users:

6. Honely provides Homeowners who wish to sell their home with the opportunity to display information concerning their home including a selling price on the Site. Such other information may include the location of the home you are interested in selling, the condition of the home, photographs, the school district, and your desired move-out date. Where possible, Honely reserves the right to supplement your inputted information from information available on nationwide data bases for your particular property such as the number of bedrooms and bathrooms and the home or property's square footage and/or lot size.

All information that you provide us through the Site shall be used and processed by Honely in accordance with our Privacy Policy. In addition to information that you provide, our data base may supplement your information with available data about your home using the address you provide, such as the number of bedrooms and bathrooms and the square footage of the home. You should note that the property records for a specific property are publicly available through property tax records maintained by county governments throughout the United States. These records include ownership information, taxes, square footage, past sales, etc. Use of Your Account:

7. When you become a Registered User, you will need to log in using your email address and create a password. When creating your account, you must provide true, accurate, current, and complete information about yourself whether acting on your own or as the agent of an entity. You may not transfer your account to anyone else without our prior written permission. This includes transfer of an account from one entity agent to another entity agent. You are solely responsible for all activity under your account. Each user email and password can be used by only one individual. You are responsible for maintaining the confidentiality of your login credentials. You are fully responsible for all activities that are associated with your account (including but not limited to any use of any services, or communications from your account to Honely). You agree to immediately notify us of any unauthorized use or suspected unauthorized use of your account or any other breach of security. Software License Grants:

8. Subject to these Terms, Honely grants you a limited, non-transferable, non-exclusive, license to access and use the Site as a Visitor or Registered User. Honely may terminate this license at any time for any reason.

By accessing and/or using the Site in any way, whether as a Visitor or Registered User, you hereby agree to comply with the following guidelines:

1. You will not use the Site for any unlawful purpose;
2. You will not access or use the Site to collect any market research for competing businesses;
3. You will not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
4. You will not decompile, reverse engineer, or disassemble any software or other products or processes accessible through the Site;
5. You will not cover, obscure, block, or in any way interfere with any advertisements and/or safety features on the Site;
6. You will not circumvent, remove, alter, deactivate, degrade, or thwart any of the protections in the Site;
7. You will not use automated means, including spiders, robots, crawlers, data mining tools, or the like to download or scrape data from the Site, directly or indirectly, except for Internet search engines (e.g., Google) and non-commercial public archives (e.g., archive.org) that comply with our robots.txt file;
8. You will not interfere with or attempt to interrupt the proper operation of the Site through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or attempt to gain access to any data, files, or passwords related to the Site through hacking, password or data mining, or any other means.

9.

Honely may modify, suspend, or discontinue the Site at any time and it will not be liable to you or any third party. We reserve the right, in our sole and absolute discretion, to deny you (or any device) access to the Site, or any portion thereof, without notice.

A separate Honely Technology Licensing Agreement governs your usage of our Proprietary Property Value Forecast Tools and any other

automated tools which we may make available to you on the Site. Accordingly, you have the obligation to comply with the terms specified above while using our Site. If you agree to the terms of Honely's Technology Licensing Agreement, you will have obligations specific to that Agreement in addition to the your obligations specified in this Section 7. Honely's Intellectual Property

10. The Site and all content on the Site or provided through the Site, including, but not limited to text, images, illustrations, software code, audio clips, and video clips, is protected by copyright, trademark, trade secret and other laws of the United States and foreign countries. Except as expressly provided in these Terms, Honely exclusively owns all right, title, and interest in and to the Site, including all associated intellectual property rights. You will not remove, alter, or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying the Site. The Content is protected under both United States and foreign laws. Unauthorized use of the Content may violate copyright, trademark, and other laws and subject you to a lawsuit for infringement and/or the misappropriation of trade secrets.

We, and our licensors, retain all right, title, and interest, including all intellectual property rights, in and to the Content. You must retain all copyright and other proprietary notices contained in the original Content and not cause them to be removed or obscured. You may not sell, transfer, assign, license, sublicense, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use or posting of the Content on any other Site, social media page, or in a networked computer environment for any purpose is expressly prohibited.

If you violate any part of these Terms, your permission to access the Site automatically terminates and you must immediately destroy any copies you have made of the Site.

Honely's trademarks, service marks, and logos used and displayed on the Site are registered and unregistered trademarks or service marks of Honely. Other service names or products located on the Site may be trademarks or service marks owned by others (the "Third-Party Trademarks"). Nothing on the Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use Honely's

Trademarks or Third-Party Trademarks without our prior written permission specific for each such use. Use of the Trademarks as part of a link to or from any Site are prohibited unless establishment of such a link is approved in advance by us in writing. All goodwill generated from the use of Honely's Trademarks or Third-Party Trademarks inures to our benefit.

Elements of the Site are further protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including, but not limited to, the use of framing or mirrors. None of the Content may be retransmitted without our express, written consent for each and every instance.

- Feedback:
11. If you provide us with any feedback, comments, and suggestions with respect to the Site ("Feedback"), you hereby agree that we will be free to use, reproduce, and disclose any and all such Feedback in perpetuity subject to applicable privacy laws, for any lawful purpose, without compensation or attribution to you or any third party.
  - Reporting Possible Claims of Copyright Infringement Under the Digital Millennium Copyright Act:
  12. Honely respects the intellectual property rights of others. Per the Digital Millennium Copyright Act ("DMCA"), Honely will respond expeditiously to claims of copyright infringement on the Site if submitted to Honely's Copyright Agent as described below. Upon receipt of a notice alleging copyright infringement, Honely will take whatever action it deems appropriate within its sole discretion, including removal of the allegedly infringing materials and termination of access for repeat infringers of copyright protected content. If you believe that your intellectual property rights have been violated by Honely or by a third party who has uploaded materials to our website, please provide the following information to the designated Copyright Agent listed below:
    1. A description of the copyrighted work or other intellectual property that you claim has been infringed;
    2. A description of where the material that you claim is infringing is located on the Site;
    3. An address, telephone number, and email address where we can contact you and, if different, an email address where the alleged infringing party, if not Honely can contact you;



4. A statement that you have a good-faith belief that the use is not authorized by the copyright owner or other intellectual property rights owner, by its agent, or by law;
5. A statement by you under penalty of perjury that the information in your notice is accurate and that you are the copyright or intellectual property owner or are authorized to act on the owner's behalf;
6. Your electronic or physical signature.

13.

Honely may request additional information before removing any allegedly infringing material. In the event Honely removes the allegedly infringing materials, Honely will immediately notify the person responsible for posting such materials that Honely removed or disabled access to the materials. Honely may also provide the responsible person with your email address so that the person may respond to your allegations.

Pursuant to 17 U.S.C. 512(c), Honely, LLC's designated Copyright Agent is:

Maxwell Schwartz

Phone number: (917) 946-1404

Email address: maxwell@honely.com

Confidentiality:

14. If you are a Registered User or Client, you acknowledge that Honely has disclosed or may disclose information relating to Honely's technology or business (hereinafter referred to as "Proprietary Information"). You agree: (i) not to divulge to any third person any such Proprietary Information, (ii) to give access to such Proprietary information solely to those employees with a need to have access thereto for purposes of these Terms, and (iii) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that you take with your own proprietary information, but in no event less than reasonable precautions to protect such Proprietary Information. The foregoing will not apply with respect to any information that you can document (a) is or becomes generally available to the public other than through your own wrongful act, or (b) was in your possession or known by you prior to receipt

from us, or (c) was rightfully disclosed to you without restriction by a third party, or (d) was independently developed without use of any Proprietary Information. Nothing in these Terms will prevent you from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that you give us reasonable prior notice of such disclosure to contest such order.

A violation of any of the foregoing is grounds for immediate termination of your right to use or access the Site. Use & Terms of Text Communications:

15. Our Site allows you to request and receive informational text messages ("Text Messages") providing you opt in to receive text messages from our Complementary Service Providers and/or from us. If you choose to opt in to receive text messages, you may be required to provide your mobile phone number. Please see our Privacy Policy for more information.

It is your responsibility to determine if your mobile service provider supports text messaging and your mobile device is capable of receiving text messages. You will be responsible for any fees imposed by your mobile device carrier of any kind whatsoever. You acknowledge that Text Messages sent to you by CSPs or Honely may not be encrypted. Honely reserves the right, in its sole discretion, without any obligation and without any notice requirement, to change, modify, or suspend Text Messages services for any reason including for scheduled or unscheduled maintenance, upgrades, improvements or corrections. If you do not wish to continue receiving mobile communications and text messages, you can opt-out either by not confirming your opt-in to receive Text Messages, by changing the text message settings on your account, or by responding to a text with "STOP" or "UNSUBSCRIBE" or otherwise following the opt-out instructions in a text message. Honely reserves the right to change these Terms, and your continued use of the Text Messages constitutes agreement to all such changes. Disclaimer of Warranties:

16. HONELY.COM IS NOT AN APPRAISAL SITE. THE SITE, THE CONTENT, THE LICENSED SOFTWARE, TEXT MESSAGES, AND OUR SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND NEITHER HONELY NOR ITS AFFILIATES, NOR ITS THIRD-PARTY PROVIDERS MAKE ANY WARRANTIES WITH RESPECT TO THE SAME OR OTHERWISE IN CONNECTION WITH THESE TERMS. HONELY, ITS

AFFILIATES, AND ITS THIRD-PARTY PROVIDERS HEREBY DISCLAIM ANY AND ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, ERROR-FREE OR UNINTERRUPTED OPERATION, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. HONELY WILL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE THAT COULD RESULT FROM INTERCEPTION BY THIRD PARTIES OF ANY INFORMATION MADE AVAILABLE TO YOU VIA OUR TEXT MESSAGES OR ANY OTHER FAILURE TO RECEIVE TEXT MESSAGES FROM HONELY. ALL CONTENT ON THE SITE ARE SUBJECT TO THE POSSIBILITY OF ERRORS, OMISSIONS, OR WITHDRAWAL WITHOUT NOTICE. TO THE EXTENT THAT HONELY, ITS AFFILIATES, OR ITS THIRD-PARTY PROVIDERS MAY NOT AS A MATTER OF APPLICABLE LAW DISCLAIM ANY IMPLIED WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW. HONELY DOES NOT OPERATE AS AN ACCOUNTING, FINANCIAL, TAX, LEGAL, OR INVESTMENT ADVISOR. THE CONTENT AND INFORMATION, INCLUDING, WITHOUT LIMITATION, ESTIMATES, THAT YOU ACCESS ON THE HONELY.COM SITE ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. HONELY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING SUCH RESULTS, OR AS TO THE RELIABILITY, ACCURACY OR CURRENCY OF ANY INFORMATION, CONTENT, OR SERVICE ACQUIRED BY YOUR USE OF THIS SITE. YOU HEREBY ACKNOWLEDGE THAT ANY DECISIONS INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO MORTGAGE, CREDIT, OR PURCHASES, ARE MADE AT YOUR SOLE DISCRETION AND RISK. HONELY MAKES NO REPRESENTATIONS OR WARRANTIES THAT YOU WILL BE APPROVED AS A HONELY CLIENT, SECURE FINANCING FOR ANY PROPERTY, OR THAT HONELY WILL ENTER INTO ANY AGREEMENT WITH YOU WITH RESPECT TO ANY PROPERTY OR PROPERTIES. YOUR USE OF THE SITE AND OUR SERVICES IS AT YOUR SOLE DISCRETION AND RISK. HONELY DOES NOT PROVIDE APPRAISALS, AND ANY INFORMATION HONELY PROVIDES REGARDING A HOME IS NOT AND SHALL NOT BE CONSIDERED AN APPRAISAL.

Limitation of Liability:

17. IN CONNECTION WITH ANY WARRANTY, CONTRACT, OR COMMON LAW TORT CLAIMS: (I) WE SHALL NOT BE LIABLE FOR ANY

INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION RESULTING FROM THE USE OR INABILITY TO ACCESS AND USE THE SITE OR ANY RELATED SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) ANY DIRECT DAMAGES, NOT ATTRIBUTABLE TO PERSONAL INJURIES, THAT YOU MAY SUFFER AS A RESULT OF YOUR USE OF THE SITE OR ANY RELATED SERVICES SHALL BE LIMITED TO ONE HUNDRED DOLLARS (\$100) EXCEPT AS OTHERWISE PROVIDED IN A LISTING AGREEMENT OR OTHER AGREEMENT BETWEEN YOU AND HONELY.

SOME JURISDICTIONS, INCLUDING THE STATE OF NEW JERSEY, DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. THEREFORE, SOME OF THE ABOVE LIMITATIONS ON WARRANTIES IN THIS SECTION MAY NOT APPLY TO YOU.

NOTHING IN THESE TERMS OF USE SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO YOU. Fair Housing Act Disclosure:

18. Honely does business in accordance with the Fair Housing Act. Thus, in connection with its activity under the Site which could fall under the Fair Housing Act, Honely will not discriminate against any person on the basis the person's race, color, religion, sex, handicap, familial status (having one or more children), or national origin. External Third-Party Sites:
19. The Site may contain links to third-party Site ("External Site") such as Complementary Service Providers and/or third-party payment facilitators. These links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Site. The content of such External Site is developed and provided by others. You should contact the External Site administrator or webmaster for those External Sites if you have any concerns regarding such links or any content located on such External Site. We are not responsible for the content of any linked External Site and do not make any representations regarding the content or accuracy of materials on such External Site. You should take precautions when downloading files from all External Sites to protect your computer from viruses and other destructive programs. If you decide to access linked External Site, you do so at your own risk. Indemnification

20. You will indemnify, defend, and hold Honely, our affiliates, and our and their respective shareholders, members, officers, directors, employees, agents, and representatives (collectively, "Honely Indemnitees") harmless from and against any and all damages, liabilities, losses, costs, and expenses, including reasonable attorney's fees incurred by any Honely Indemnitee in connection with a third-party claim, action, or proceeding (each, a "Claim") arising from your violation of these Terms or your negligence or willful misconduct.

Compliance & Applicable Laws:

21. The Site is based in, and our services are only available in, the United States. The Site is designed to be accessed and used from the United States.

Termination:

22. We reserve the right, in our sole discretion, to restrict, suspend, or terminate these Terms and your access to all or any part of the Site, at any time and for any reason without prior notice or liability. We reserve the right to change, suspend, or discontinue all or any part of the Site at any time without prior notice or liability.

Binding Arbitration:

23. In the event of a dispute arising under or relating to these Terms or the Site (each, a "Dispute"), either party may elect to finally and exclusively resolve the dispute by binding arbitration governed by the Federal Arbitration Act ("FAA"). Any election to arbitrate, at any time, shall be final and binding on the other party. IF EITHER PARTY CHOOSES ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL, EXCEPT EITHER PARTY MAY BRING ITS CLAIM IN ITS LOCAL SMALL CLAIMS COURT, IF PERMITTED BY THAT SMALL CLAIMS COURT RULES AND IF WITHIN SUCH COURT'S JURISDICTION. ARBITRATION IS DIFFERENT FROM COURT, AND DISCOVERY AND APPEAL RIGHTS MAY ALSO BE LIMITED IN ARBITRATION. All disputes will be resolved before a neutral arbitrator selected jointly by the parties, whose decision will be final, except for a limited right of appeal under the FAA. The arbitration shall be commenced and conducted by JAMS pursuant to its then current Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules, or, where appropriate, pursuant to JAMS' Streamlined Arbitration Rules and Procedures. All applicable JAMS' rules and procedures are available at the JAMS Site [www.jamsadr.com](http://www.jamsadr.com). Each party will be responsible for paying any JAMS filing, administrative, and arbitrator fees in

accordance with JAMS rules. Judgment on the arbitrator's award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitration may be conducted in person, through the submission of documents, by phone, or online. If conducted in person, the arbitration shall take place in the United States county where you reside. The parties may litigate in court to compel arbitration, to stay a proceeding pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. The parties shall cooperate in good faith in the voluntary and informal exchange of all non-privileged documents and other information (including electronically stored information) relevant to the Dispute immediately after commencement of the arbitration. As set forth in Section 20 below, nothing in these Terms will prevent us from seeking injunctive relief in any court of competent jurisdiction as necessary to protect our proprietary interests.

In the event the laws of your state prohibit arbitration, this Section will not apply; however, all other provisions of the Terms will remain in effect. Class Action Waiver:

24. You agree that any arbitration or proceeding shall be limited to the Dispute between us and you individually. To the full extent permitted by law, (i) no arbitration or proceeding shall be joined with any other; (ii) there is no right or authority for any Dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (iii) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. In the event the laws of your state prohibit this class action waiver, this Section will not apply; however, all other provisions of the Terms will remain in effect. Equitable Relief:

25. You acknowledge and agree that in the event of a breach or threatened violation of our intellectual property rights and confidential and proprietary information by you, we will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce these Terms. We may, without waiving any other remedies under these Terms, seek from any court having jurisdiction any interim, equitable,

provisional, or injunctive relief that is necessary to protect our rights and property pending the outcome of the arbitration referenced above. You hereby irrevocably and unconditionally consent to the personal and subject matter jurisdiction of the federal and state courts in the State of Delaware for purposes of any such action by us. Controlling Law; Exclusive Forum:

26. These Terms will be governed by the laws of the state of Delaware. The exclusive jurisdiction for any claim, action or dispute with Honely or relating in any way to your use of the Site will be in the Delaware state chancery and federal courts of the state of Delaware and the venue for the adjudication or disposition of any such claim, action or dispute will be in Delaware. Miscellaneous:

Survival of Provisions. If these Terms are terminated in accordance with the termination provision in Section 19 above, such termination shall not affect the validity of the following provisions of these Terms, which shall remain in full force and effect indefinitely: "Intellectual Property," "Confidentiality," "Disclaimer of Warranties;" "Limitation of Liability," "Fair Housing Act Disclosure;" "Indemnification," "Compliance with Applicable Laws," "Binding Arbitration," "Class Action Waiver," "Equitable Relief," "Controlling Law;" "Exclusive Forum," and "Miscellaneous."

No Waiver. Our failure to act on or enforce any provision of these Terms shall not be construed as a waiver of that provision or any other provision in these Terms. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by us and you in writing these Terms constitute the entire agreement between you and us with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The PVFT Licensing Agreement if any, is not superseded by these Terms.

Scope of the Terms of Use. These Terms will inure to the benefit of our successors, assigns, licensees, and sublicensees.

Entire Agreement. These Terms of Use constitute the entire Agreement between Honely and any and all Visitors and Registered Users and Clients of [www.honely.com](http://www.honely.com). Any modifications of or amendments to these Terms must be made in writing by Honely and posted at [www.honely.com](http://www.honely.com). An effective date must be specified for any and all modifications and amendments. If there is a conflict between any provision of Honely's Privacy Policy and the

Terms of Use, the Privacy Policy shall control.  
Copyright © 2021 Honely, LLC. All rights reserved.