

HomeWiseDocs.com Service Agreement

Last Updated: November 15, 2024

This Service Agreement, and the agreements, policies and documents incorporated herein (this "Agreement"), is entered into by and between NextLevel Associations Solutions, Inc. d/b/a HomeWiseDocs.com ("HWD," "we" or "our") and you (either as an individual or as an authorized representative of a business entity, "Data Provider," "DP" or "you"). This Agreement states the basic terms and conditions that govern your access to and use of the homewisedocs.com website and its subdomains (the "Website"), and any Content and Services (each defined below) made accessible through the Website (collectively, the "HWD Platform"). Please carefully read this Agreement before accessing or using the HWD Platform.

By executing an order form that incorporates this Agreement, or accessing or using the HWD Platform, you acknowledge and agree that you have read, understand, are bound by and will comply with the terms and conditions of this Agreement. You further represent that you are of legal age to enter into a binding contract. If you do not agree to comply with this Agreement, then you may not access or use the HWD Platform. If you are accessing the HWD Platform and entering into this Agreement on behalf or as the agent of an entity, you represent that you have the authority to bind such entity and (as applicable) its affiliates to the terms of this Agreement.

1. **Modification of the Agreement.** Except as otherwise required by applicable law, HWD may modify the terms of this Agreement at any time. If we make changes to this Agreement, we will post the revised version here and update the "Last Updated" date at the top of this Agreement. We recommend that you review this Agreement periodically for any changes. If we materially modify this Agreement, we will make reasonable efforts to notify you of the change (through a pop-up or similar notification). Regardless of notification, modifications take effect as soon as they are posted to this Agreement, and your continued access to or use of the HWD Platform will constitute your acceptance of the revised legally binding Agreement.
2. **Services.** The HWD Platform provides (i) an Internet-accessible software-based automated processing system that enables you to, as applicable, provide or access documents, data, information and other materials (collectively, "Content") relevant to transactions or situations requiring said data and/or documents; and (ii) access to an e-commerce platform that facilitates certain workflows and services for residents, such as utility shopping, moving and setup services ("Moving Services") (collectively, the services provided by HWD through the HWD Platform will be referred to herein as the "Services").
3. **Limited License.** Subject to your compliance with this Agreement, including payment of any applicable fees, HWD grants you a limited, revocable, non-exclusive, non-sublicensable, non-transferable, non-assignable license to (i) access and use the HWD Platform solely for your own business use on devices owned or controlled by you; and (ii) access and use the Services made available through the HWD Platform solely in accordance with the terms of this Agreement and any supplemental terms applicable to any such Service. This may include, without limitation, (x) obtaining, providing, downloading, or reviewing Content for your use directly or in connection with a particular transaction; or (y) uploading or providing Content for use by other registered users as part of the HWD Platform. HWD reserves all rights in the HWD Platform and the Services not expressly granted to DP in this Agreement.

For clarity, you may not (without limitation):

- a. Damage, disable, overburden, or impair the HWD Platform (or any server or networks connected to the HWD Platform);
- b. Transfer, sublicense, lease, lend, rent or otherwise distribute the HWD Platform to any third party;
- c. Archive, copy, modify, disassemble, decompile, manipulate or reverse engineer any portion of the HWD Platform;
- d. Use the HWD Platform in a way that violates any law, statute, ordinance or regulation;
- e. Use the HWD Platform in association with any defamatory, illegal, libelous, infringing, obscene, pornographic, sexual, violent, exploitative, harassing, invasive of privacy or publicity rights, threatening, deceptive, fraudulent, indecent or otherwise objectionable materials;
- f. Use any robot, spider, crawler, deep-links, data-mining, data-gathering, extraction tool, or other automatic device or manual process to monitor, copy, harvest, gather or "scrape" any portion of the HWD Platform;
- g. Manipulate or display the HWD Platform through "framing" or similar navigational technology;

- h. Interfere with the performance or security of the HWD Platform or any systems, networks or services accessible through the HWD Platform, including through viruses, corrupted data, or other harmful files;
 - i. Remove or alter any trademark, logo, copyright, watermark, metadata or other proprietary notices in or on the HWD Platform;
 - j. Represent that you own any portion of the HWD Platform (not provided by you);
 - k. Link any portion of the HWD Platform to any other website; or
 - l. Make use of the HWD Platform other than as intended and expressly permitted under this Agreement, or in a manner that is competitive with HWD or its affiliates.
4. **HWD User Account.** You must register an account to access and use the HWD Platform. You must provide accurate, current, and complete information during registration and keep your account information up-to-date. You may not register more than one account or transfer your account to any other person or entity. You are responsible for maintaining the confidentiality and security of your account credentials and may not disclose your credentials to any third party. You are responsible and liable for activities conducted through your account and must immediately notify HWD if you suspect that your credentials have been lost, stolen or misused, or that your account is otherwise compromised. If you provide any information that HWD believes to be false, inaccurate, incomplete, or if you create an account that HWD, in its sole discretion, considers suspect or inappropriate, then HWD reserves the right to suspend or terminate your account and refuse any and all current or future use of the HWD Platform. HWD reserves the right, but not the obligation, to monitor your compliance with the terms of this Agreement.
5. **Set-Up Period.** During the initial 30 days after the Effective Date (the "Set-Up Period"), DP agrees to (i) for any accounting software integration, ensure that all data interfaces and input are completed from DP to the HWD Platform; and (ii) provide and maintain all documents, community association data and unit owner information as requested by HWD so that DP has, at a minimum, met HWD's internal disclosure requirements for account activation.
6. **Fees and Taxes.** Any and all amounts payable by DP are exclusive of any value-added, sales, use, excise or other similar taxes (collectively, "Taxes"). DP is solely responsible for paying all applicable Taxes, except any Taxes based upon HWD's income. If HWD has the legal obligation to collect any Taxes, then DP will reimburse HWD upon invoice by HWD. If DP is required by law to withhold any Taxes from its payments to HWD, then DP will provide HWD with an official Tax receipt or other appropriate documentation to support such payments and take reasonable steps to minimize such payments.
7. **Intellectual Property.** The HWD Platform (including without limitation the software, content, visual interfaces, interactive features, information, graphics, design, compilation, and computer code) was created, compiled, prepared, selected, developed and arranged by HWD through the expenditure of substantial time, effort and resources. It is the property of HWD, its affiliates and its and their licensors, and is protected by (as applicable) copyright, trademark, patent, trade secret, trade dress, moral rights and other intellectual property laws and treaties. Except for Content that you provide, you have no ownership interest (in whole or in part) in the HWD Platform and no proprietary interest or right of title is transferred to you under this Agreement or by your access to or use of the HWD Platform whether by implication, estoppel, or otherwise. HWD, our logo, and any other product or service name or slogan contained in the HWD Platform constitute trademarks of HWD and our suppliers or licensors and may not be used without our prior written permission or the written permission of the applicable trademark owner. All other trademarks, product names and company names or logos used in conjunction with the HWD Platform are the property of their respective owners. Our reference to their products, services, processes or other information, by trade name, trademark or otherwise does not constitute or imply any endorsement, sponsorship or recommendation by us unless we specifically state otherwise.
8. **Third-Party Content and Services.** The HWD Platform may display, include, or make available certain third-party functions, features, offers, advertisements, content or services, or provide links to third-party websites or services that are not provided or managed by HWD (collectively, the "Third-Party Services"). You acknowledge and agree that HWD is not responsible for any such Third-Party Services, including without limitation, for their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. If you choose to access or use, or enable any resident to access or use, any Third-Party Service, you agree that such Third-Party Service will be subject to and governed exclusively by terms and conditions between you (or the applicable resident) and the third-party provider of such Third-Party Service. HWD has no responsibility or liability whatsoever for any Third-Party Services—including, without limitation, for the acts or omissions of any applicable third-party provider or its agents. Access to Third-Party Services is provided solely as a convenience to you and your residents, and you and your residents access and use them entirely at your respective own risk. Notwithstanding the foregoing, you understand that HWD may receive compensation from the third-party providers if you or your residents choose to access their corresponding Third-Party Services through the HWD Platform.
9. **Representations and Warranties.**

- a. Each of the parties to this Agreement represents, warrants and covenants to the other that, as regards to itself:
 - i. its negotiation, entry and performance of this Agreement will not violate, conflict with, interfere with, result in a breach of, or constitute a default under, any other agreement to which it is a party or any applicable law;
 - ii. it has all necessary power and authority to enter into this Agreement, and to carry out its obligations hereunder; and
 - iii. it will comply with all applicable laws, rules and regulations in its performance of this Agreement.
- b. To the extent you provide Content to the HWD Platform, you represent and warrant that:
 - i. any and all Content you provide will be legible, accurate, true, up-to-date and in compliance with all applicable laws, rules and regulations;
 - ii. you are authorized to furnish such Content, including without limitation any included contact information of parties involved with a specified a transaction, and such contact information may be used in connection with the specified transaction or to communicate information concerning the closing, the property and other relevant information;
 - iii. you will update each applicable community association's information (data and documents) that you provide to the HWD Platform immediately upon any material change relating to such association—including, without limitation, pending litigation or any change in insurance carriers or insurance coverage (including loss data);
 - iv. you will provide complete and accurate contact and notification information to HWD—including, without limitation, office addresses, contact personnel, related email addresses, telephone numbers and (DP and any association) website addresses;
 - v. you will immediately notify HWD in writing of any change to any contact and notification information.

HWD reserves the right, in its sole discretion, to discontinue providing any Services to you if you fail to comply with the foregoing.

- c. To the extent you access or use any Content made available through the HWD Platform, you represent and warrant that you are authorized to act on behalf of one or more parties involved with the specified transaction.
- d. You acknowledge and agree that HWD is not liable for (i) any damages arising from your provision of inaccurate or expired data and/or documents that may be delivered to a requestor of such information; (ii) the form or content of any documents provided by you; or (iii) your compliance with any laws or regulations applicable to any documents provided by you, or fees charged by you (e.g., reasonableness of fees, or statutory caps or limits on fees), through the HWD Platform (for clarity, and without limitation, any market analysis or other input provided by HWD relating to fees or bundling is provided for informational purposes only, with no representations or warranties from HWD relating to applicable laws or regulations).

10. Confidential Information.

- a. **Definition.** "Confidential Information" means a party's non-public business, financial, technical, legal and personnel information, and includes, for example, product designs and data, source code, trade secrets, pricing, customer and supplier lists, network structure and addresses, designs, technical specifications, business plans, the Agreement and any other non-public data whether written, verbal or visual, connected to or related to the business and affairs of a party or any of its affiliates. Notwithstanding the foregoing, Confidential Information does not include information that (i) is or becomes generally available to the public other than as a result of disclosure by the receiving party (the "Recipient") or anyone to whom the Recipient transmits the information; (ii) becomes available to the Recipient on a non-confidential basis from a source other than the disclosing party who, to the Recipient's knowledge, is not bound by a confidentiality agreement with the disclosing party; (iii) was rightfully known to the Recipient or in its possession prior to the date of disclosure by the disclosing party; or (iv) is independently developed by the Recipient without any benefit of or reference to the disclosing party's Confidential Information.
- b. **Non-Disclosure.** Neither party will publish, disclose, copy, disseminate or use the Confidential Information of the other party in its business or for any other purpose except as expressly permitted in the Agreement. As a limited exception, a party may disclose another party's Confidential Information solely as necessary to comply with a subpoena or other legal request, so long as prompt prior notice (if legally permitted) is provided to the party whose Confidential Information is being disclosed.
- c. **Affiliates.** As contemplated under the Agreement, a party may disclose the other party's Confidential Information to its affiliates, but the disclosing party will be liable for its affiliates' use and disclosure of any Confidential Information.

- d. **Protecting Content.** For any Content that constitutes Confidential Information, HWD will implement and maintain during the Term a written information security program to protect (i) the security of such Content; (ii) against anticipated threats or hazards to the security of such Content; and (iii) against unauthorized access to or use of such Content. Such security measures and procedures will be no less rigorous than are required under information security and data privacy laws, rules and regulations applicable to the provision of the Services (collectively "Applicable InfoSec Laws"). Further, such security measures and procedures will be no less rigorous than the measures and procedures that HWD uses to protect its own Confidential Information. Such program will contain physical, technical and administrative controls for the maintenance, transmittal and disposal of such Content, including access controls and password protected access, electronic barriers (e.g., firewalls or other similar barriers), encryption, secured storage of such Content (for hardcopy and electronic documents), and appropriate policies and employee training. These controls are to be commercially reasonable and appropriate for the type of Content received hereunder, and will include ongoing data security risk assessment and adjustments.
- e. **Retention of Content.** The parties acknowledge and agree that upon termination of this Agreement HWD is not required to retain Content for any period of time for the benefit of DP.
- f. **Security Breach.** If either party becomes aware of an actual breach of a party's platforms, networks, systems, servers, security or safeguards that results in unauthorized access to or use of Content (a "Security Breach"), then it will promptly (but in no case more than 48 hours after it becomes aware of such Security Breach) give the other party written notice of the Security Breach, provided that such party may delay providing such notice to the extent required by applicable law or the written instructions of a law enforcement agency. If HWD becomes aware of a Security Breach occurring with respect to any Content within HWD's custody or control, then HWD will (i) promptly address the Security Breach, including taking any remedial actions as may be required by applicable law; and (ii) cooperate in good faith to investigate any incident and assist DP with meeting any applicable legal obligations relating thereto.
- g. **CCPA.** The CCPA Data Processing Statement set forth at <https://realpage.force.com/ccpa> (the "CCPA Statement") applies to "Personal Information" of a "Consumer" as those terms are defined under the California Consumer Privacy Act of 2018 ("CCPA") (referred to in the CCPA Statement as "Personal Data") that HWD processes in the course of providing the Service. HWD understands the terms in the CCPA Statement and agrees to comply with them. The terms of the CCPA Statement will prevail in connection with the purpose and scope of the CCPA Statement over any conflicting terms in the Agreement.
- h. **Return or Destruction of Confidential Information.** The Recipient must use commercially reasonable efforts to protect against the unauthorized disclosure of the disclosing party's Confidential Information. Upon written request, the Recipient will return to the disclosing party or destroy all copies of the disclosing party's Confidential Information and will not in any manner use, convey, disclose or disseminate the Confidential Information (except (i) as otherwise permitted in the Agreement; or (ii) retained pursuant to the Recipient's document retention policies and/or automated backup procedures in accordance with applicable law). Any retained Confidential Information remains subject to the confidentiality obligations in the Agreement.

11. Your Content.

- a. By uploading or posting Content to the HWD Platform, you grant to HWD and its affiliates a limited, royalty-free, fully paid-up, world-wide, non-exclusive right and license to make such Content available to certain end users of the HWD Platform who satisfy the requisite obligations (including, without limitation, payment of certain fees and compliance with the [HomeWiseDocs.com End User Agreement](#)) for accessing and using such Content.
- b. For any Content you upload or post to the HWD Platform, you represent and warrant that (i) you own all right, title and interest in and to the Content, or possess sufficient rights to grant the licenses set forth herein; (ii) HWD will not need to obtain licenses or other legal permission from, or pay any royalties or other compensation to, any third party with respect to the Content; (iii) for any email addresses and other contact information provided by you, (x) HWD is permitted to include such email addresses and other contact information to third parties as part of legally-required disclosure data and documents, or to deliver other information to assist respective user groups and other individuals that are involved with related transactions or potential transactions and (y) such email addresses may be used by community management companies, or their authorized agents or representatives, to send information regarding the respective association(s), and goods and services available within such association(s); (iv) the Content does not infringe any third party's rights, including intellectual property and privacy rights; (v) the Content is accurate and not misleading; (vi) the Content does not contain material that is inappropriate, indecent, obscene, pornographic, hateful, tortious, defamatory, slanderous or libelous; (vii) the Content does not contain content that is, or may be reasonably considered to be, hate speech, or promotes bigotry or racism against any group or individual, or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and (viii) the Content complies with this Agreement and all applicable laws. You acknowledge and agree that HWD is not responsible for evaluating or determining whether any Content is appropriate for a particular purpose, use, user or jurisdiction. HWD reserves the right to remove (or demand that you remove) any Content that HWD determines (in our sole discretion) is in violation of any of the foregoing.

12. **WARRANTY DISCLAIMER.** YOUR ACCESS TO AND USE OF THE HWD PLATFORM IS SOLELY AT YOUR OWN RISK. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE HWD PLATFORM IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS “WITH ALL FAULTS” AND WITHOUT ANY PROMISES OR WARRANTIES (EXPRESS OR IMPLIED). TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HWD DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE (EVEN IF THAT PURPOSE IS KNOWN TO US), MERCHANTABILITY, ERROR-FREE NATURE, TITLE, QUALITY, NONINFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. HWD EXPRESSLY DISCLAIMS ANY WARRANTIES OF ANY KIND WITH RESPECT TO THE ACCURACY, VALIDITY, OR COMPLETENESS OF ANY INFORMATION, SERVICES OR FEATURES AVAILABLE THROUGH THE HWD PLATFORM, OR THE QUALITY OR CONSISTENCY OF THE HWD PLATFORM. THIS WARRANTY DISCLAIMER CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.
13. **LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCES WILL HWD, OUR AFFILIATES, OR OUR OR THEIR RESPECTIVE LICENSORS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUES OR BUSINESS REPUTATION, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER AT LAW OR IN EQUITY, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR ACCESS TO OR USE OF THE HWD PLATFORM OR ANY RELATED PRODUCTS OR SERVICES, EVEN IF HWD IS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. IN NO EVENT WILL THE AGGREGATE LIABILITY OF HWD, OUR AFFILIATES, OR OUR OR THEIR RESPECTIVE LICENSORS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, AND WHETHER AT LAW OR IN EQUITY, ARISING OUT OF OR IN ANY WAY CONNECTED TO YOUR ACCESS TO OR USE OF THE HWD PLATFORM OR ANY RELATED PRODUCTS OR SERVICES, EXCEED YOUR ACTUAL, PROVABLE DIRECT DAMAGES, CAPPED AT THE AMOUNT PAID TO HWD FOR THE PROVISION OF ANY SERVICES PROVIDED TO YOU DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM AT ISSUE.

Some U.S. states and foreign countries do not permit the exclusion or limitation of implied warranties or liability for certain categories of damages. Therefore, some or all of the limitations in this Agreement may not apply to you to the extent they are prohibited or superseded by such state or foreign provisions. For these jurisdictions, the foregoing limitation on liability will be to the maximum degree permitted by applicable law. The foregoing limitations of liability will apply even if the limited remedies herein fail of their essential purpose.

14. **Term and Termination.**

- a. **Term.** The Term of the Agreement will be as set forth in the Order Form.
- b. **Termination.** The Agreement may be terminated (i) by a non-breaching party upon a material breach of the Agreement by the other party if such breaching party does not cure the material breach within 30 days after receipt of written notice of such breach from the nonbreaching party (provided that, if the breach at issue is not capable of being cured within the 30-day cure period and the breaching party has commenced reasonable efforts to remedy such breach, the cure period will be extended to 45 days after notice of such breach); or (ii) by either party in the event the other party becomes insolvent or bankrupt; becomes the subject of any proceedings under bankruptcy, insolvency or debtor’s relief law where such proceeding has not been dismissed within 60 days; has a receiver or manager appointed where such appointment has not been dismissed within 60 days; makes an assignment for the benefit of creditors; or takes the benefit of any applicable law or statute in force for the winding up or liquidation of such party’s business where such action is not dismissed within 60 days.
- c. **Suspension.** HWD may elect to suspend your access to the HWD Platform and Services at any time and without notice if (i) you breach this Agreement; or (ii) HWD reasonably believes that suspension is necessary to protect HWD or our affiliates.
- d. **Effect of Termination.** Upon termination of this Agreement for any reason, your rights hereunder (including the license to access and use the HWD Platform) will terminate immediately and you must promptly cease any use of the HWD Platform and the Services.
15. **Indemnification.** You agree to indemnify and hold harmless HWD, our affiliates, and our respective directors, officers, employees, and agents from and against any loss, damage, cost, liability and expense (including reasonable attorneys’ fees) (collectively, “Losses”) arising from any third-party action or claim relating to (i) your business operations; (ii) your failure to comply with any of the terms or conditions of this Agreement; (iii) your misuse of the HWD Platform; (iv) your failure to comply with any local, state, federal or foreign laws, rules or regulations; or (v) any Content you provide. HWD reserves the right, in its discretion, to assume the exclusive defense and control of any such matter, and you agree to cooperate with any reasonable requests for assistance with such defense.
16. **Privacy Policy.** You consent to the collection, use, sharing and transfer of your personally identifiable information, including the transfer and processing of your information outside your home country, as outlined in the [HWD Privacy Policy](#). By establishing an account with HWD, you acknowledge that you have received, reviewed and agreed to be bound by the HWD Privacy Policy. If you do not agree to the terms of the HWD Privacy Policy, then you may not access and use the HWD Platform and Services.

17. **Cookies, Web Beacons and Other Technologies.** When you access the HWD Platform, our servers may place small text files (“Cookies”) on your computer for recordkeeping purposes. Among other things, Cookies enable HWD to gather information about your activity on our Website for the purposes of improving your online experience, remembering your preferences and settings, delivering advertising to match your preferences and interests, and for other similar customization purposes. HWD does not store any personal identification information in Cookies, nor do we use cookies to obtain any personal information from you.

In addition to Cookies, we may utilize web beacons, clear gifs, or other technologies built into the HWD Platform to gather information on how users interact with and utilize various features. These technologies can help personalize your usage experience and help associate your interactions with our products and services to other information within your account. For example, these technologies can identify popular pages, viewing patterns, click-through, conversion rates, and other information that can be used to improve, monitor, and operate the HWD Platforms.

Most internet browsers provide controls that allow users to manage or disable the placement and usage of cookies on their computer. Please note that disabling cookies may deactivate or otherwise restrict certain features on the HWD Platform. To opt out of any behavioral advertising and tracking cookies, please go to <http://www.aboutads.info/choices> to submit your do not track request.

18. **Communications.** You consent to receiving communications, which may include phone calls or SMS text messages, from or on behalf of HWD, including without limitation recurring communications relating to your account and the Services, as well as recurring advertising and marketing communications. You understand and agree that you may receive communications generated by automatic telephone dialing systems and/or prerecorded messages sent by or on behalf of HWD. Standard message and data rates may apply. You certify, warrant and represent that you are the subscriber or non-subscriber customary user of the telephone number you provide to HWD, and further certify, warrant and represent that any other subscribers or customary users of that telephone number have authorized you to consent on their behalf to receive messages, including but not limited to autodialed and/or prerecorded messages. Your agreement to receive these messages is not a condition of receiving the Services.

If you do not wish to receive phone calls or SMS text messages, you may opt out of such messages by updating your communication preferences in your account, or by replying “STOP” from the mobile device receiving the messages. If you prefer not to receive emails from HWD about offers and promotions, please unsubscribe via the unsubscribe link in an email. We will endeavor to comply with your request as soon as reasonably practicable. Please note that if you opt-out as described above, we will not be able to remove personal information about you from the databases of third parties with which we have already disclosed personal information as of the date that we implement your opt-out request. If you wish to cease receiving marketing-related e-mails from third parties, please contact such third parties directly or utilize any opt-out mechanisms set forth in their respective privacy policies or marketing-related emails.

19. **Jurisdiction and Law.** The parties agree that any claim, action, or proceeding arising under this Agreement will be governed by and construed in accordance with the laws of the State of Texas applicable to contracts to be wholly performed therein, and any action based on or alleging a breach of these Terms must be brought in a state or federal court located in Dallas County, Texas. The parties agree to submit to the personal jurisdiction of such courts.
20. **Insurance.** During the Term of this Agreement, HWD will maintain the following types and amounts of annual insurance coverage (i) commercial general liability with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (ii) excess umbrella liability with limits no less than \$2,000,000; (iii) worker’s compensation with limits no less than the minimum required by applicable law; (iv) employer’s liability insurance with limits no less than \$1,000,000 bodily injury by disease; and (v) technology, media, and information errors & omissions, inclusive of cyber liability, with limits no less than \$3,000,000 per occurrence. All policies will be issued by an insurance company with a Best’s Rating of no less than A/XI.
21. **Notices.** Any notice to HWD under this Agreement must be in writing and delivered in person or by nationally recognized next-day courier to: NextLevel Associations Solutions, Inc. d/b/a HomeWiseDocs.com, 2201 Lakeside Blvd., Richardson, TX 75082, ATTN: Legal Department. Such notice will be deemed given on the same day if delivered in person, or on the next business day if delivered by any other expressly permitted method.
22. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of the Agreement will continue in full force and effect.
23. **Waiver.** The only way a party may waive any of its rights under this Agreement is through a specific written waiver by its authorized representative. No waiver of one provision shall be interpreted as a waiver of any other provision of this Agreement.

24. **Survival.** The provisions of this Agreement relating to (i) any license restrictions; (ii) warranty disclaimer; (iii) limitation of liability; (iii) indemnification; (iv) ownership of intellectual property; (v) governing law and jurisdiction; (vi) entire agreement; and (vii) any other provision which by its nature is intended to survive, will survive the termination or expiration of this Agreement.
25. **Assignment.** You may not assign or delegate to any third party any of your respective rights or obligations under this Agreement. Notwithstanding the foregoing, you may assign this Agreement pursuant to any merger, acquisition, consolidation, sale, or other transfer of all or substantially all of your assets or business so long as (i) the assignee or surviving entity assumes in writing or through operation of law all of your obligations under this Agreement and agrees to be bound by all the terms and conditions of this Agreement after the effectiveness of such assignment or other transaction; and (ii) you provide to HWD contemporaneous written notice of such transaction with a representation and acknowledgement that such transaction complies with the requirements of this sentence.
26. **Force Majeure.** Neither party will be responsible for failure or delay of performance if caused by an act of God; act of war, hostility or sabotage; pandemic or epidemic; electrical, internet or telecommunications outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party.
27. **Independent Contractors.** The parties to this Agreement are independent contractors. Nothing in this Agreement or the Services provided through the HWD Platform will be deemed to create a joint venture, partnership or agency between you and HWD. You and (as applicable) your employees will not be considered to be agents or employees of HWD and are not authorized to enter into any contracts, agreements or obligations on behalf of HWD without HWD's prior written consent.
28. **Right to Audit.** During the Term of the Agreement (and not more than once per year unless circumstances warrant additional audits as described below), upon at least 10 business days' written notice, HWD may audit DP's relevant policies, procedures and records as reasonably to ensure DP's compliance with the Agreement. Notwithstanding the foregoing, the parties agree that HWD may conduct an audit at any time if (i) required by any governmental or regulatory authorities; (ii) pursuant to any investigations of claims of misappropriation, fraud, or business irregularities of a potentially criminal nature; or (iii) HWD reasonably believes that an audit is necessary to address a material operational problem or issue that poses a threat to the HWD Platform or HWD's business. Any such audit will be conducted during normal business hours and any information or materials accessed will be treated as DP's Confidential Information.
29. **Copyright Infringement/DMCA.** In accordance with the Digital Millennium Act ("DMCA"), if you believe that any content posted on the Website infringes your copyright or other intellectual property rights, please immediately notify us by following the instructions set forth at [DMCA](#).
30. **Entire Agreement.** This Agreement (including the HWD Privacy Policy and any other terms that are incorporated by reference herein or any fully executed document that expressly incorporates these terms) constitutes the entire understanding of the parties concerning the subject matter contained herein. No party is relying on any warranties, representations, promises or inducements not expressly stated in this Agreement.
31. **Moving Services.** The following terms and conditions are applicable solely to the Moving Services component of the Services:
- Marketing Assistance.** During the Term, you have the option to assist HWD with respect to marketing the Moving Services to prospects and residents of your properties—including, without limitation, by performing the following (collectively, the "Marketing Assistance"): (i) ensuring that the Moving Services are active and accessible to prospects and residents of your properties; (ii) promoting the Moving Services as available to prospects and residents of your properties; and (iii) providing HWD the ability and permission to market the Moving Services directly to prospects and residents of your properties, with prospects and residents having the option to opt out of such communications.
 - Marketing Fee.** In consideration for your provision of the Marketing Assistance, HWD will pay to you 10% of the Net Revenue paid to HWD (or its affiliated entity) for Moving Services procured by prospects and residents at your properties (the "Moving Services Marketing Fee"). "Net Revenue" means the total dollar amount paid to HWD (or its affiliated entity) by the applicable third-party providers of the Moving Services (including internet/cable, energy services, moving services, junk removal services, home tech care services, pet products/services, or any other service contracted by HWD with a third-party provider) procured by prospects and residents at your properties minus applicable taxes, fees and other costs reasonably incurred by HWD (or its affiliated entity) to fulfill the resident procurement of the Moving Service.
 - Payment.** Within 45 days after the end of each calendar quarter during the Term, HWD will remit to you the Moving Services Marketing Fee earned across your properties. Notwithstanding the foregoing, if the Moving Services Marketing Fee earned during a calendar quarter is less than \$500, then HWD will postpone payment of the Moving Services Marketing Fee until 45 days after the calendar quarter in which the cumulative unpaid Moving Services Marketing Fee owed to you (for the current and any prior calendar quarters) meets or exceeds \$500.

- i. No Moving Services Marketing Fee will be owed by HWD to you (1) until HWD (or its affiliated entity) has received payment for referring the resident for the corresponding Moving Service; or (2) for any Moving Service that is subsequently voided or canceled for any reason.
- ii. If HWD has previously paid to you a Moving Services Marketing Fee for a service that is subsequently voided or canceled, the parties agree that HWD is entitled to recoup such Moving Services Marketing Fee by deducting an equivalent amount from the next scheduled quarterly Moving Services Marketing Fee payment.