



## TERMS AND CONDITIONS

Enchant LLC, doing business as [S7VEN.CO](https://www.s7ven.co) ("S7VEN", "we" or "us") provides a platform and tools to enable clients ("Clients") to handle lead management and response for the real estate industry ("Service" or "Services").

We offer various Services to you, the "User", through our website and our applications which are available online (collectively, the "Service" or "Services"), all of which are conditioned on your agreement to adhere to the following Terms of Service without modification of any kind. Your use of the Service or your registration with us constitutes your agreement to these Terms of Service. These Terms of Service are subject to change at any time, without prior notice. You are responsible for reviewing these Terms of Service on a regular basis. These Terms of Service apply to all visitors and all who access our Services.

We respect the privacy and security of our Users. You understand that by using our Services, you give consent to the collection, use and disclosure of our personally identifiable information as well as any non-personally identifiable information, as described in more detail in our Privacy Policy.

# 1. Registration

In connection with your use of any aspect of the Service, you agree and represent as follows:

- You are of legal age (at least 18 years of age) and are otherwise capable of forming a legally binding contract;
- You have acquired and will maintain appropriate insurance coverage and have complied with all real estate licensing and regulatory requirements applicable to real estate agents in the areas for which you have requested Service;
- You expressly agree to be contacted via Email, SMS, text messaging and Push Notifications by us, and third parties, if relevant, regarding our Services;
- You agree that you will not use the Service in a manner that is inconsistent with the rights and restrictions as set forth in this Terms of Service.
- You are responsible for maintaining the security of your Account and any passwords entered into the Service or provided to us. We cannot and will not be liable for any loss or damage from your failure to comply with this security obligation. In addition, we are not responsible if you change a password with a third-party service and forget to update the password in our Service.

## 2. Payment and Refund Terms

Payment for the Service will be in accordance with the terms that you have agreed to upon registration.

- The Service is billed on a monthly basis, in advance, and is non-refundable. There will be no refunds or credits for setup fees, partial months of service, upgrade/downgrade refunds, or refunds for months unused with an open Account.
- All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes.
- Prices for the Service, including but not limited to subscription plan fees to the Service, are subject to change upon 30 days' notice. Such notice may be provided at any time by posting the changes to our website or through the Service itself.

### 3. Responsibility For User Content

We respect the rights of third-party creators and content owners and expect that you will do the same. Given the nature of the Service and the volume of information submitted, we cannot and do not monitor the Materials posted or transmitted by you and any other third-party information providers via the Service. You expressly agree that we: (a) will not be liable for Materials and (b) reserve the right to review, reject, delete, remove, modify, or edit any Materials at any time for any reason, without liability and without notice to you. We reserve the right but are not obligated, to remove User Content from the Service for any reason, including User Content that we believe violates these Terms or our Acceptable Use Policy below.

### 4. Acceptable Use Policy

The following is a partial list of the kinds of activities that are prohibited on or through the Service: (a) submitting Materials that are patently offensive, such as content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; (b) engaging in activities or submitting Materials that could be harmful to minors; (c) engaging in activity or submitting Materials that harasses or advocates harassment of another person; (d)

engaging in activity that involves the transmission of “junk mail” or unsolicited mass mailing or “spam” or harvesting or otherwise collecting personally identifiable information about Service users, including names, phone numbers, addresses, email addresses, (collectively, “User

Data”) without their consent; (e) engaging in activity, or submitting Materials, or promoting information that is false, misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; (f) submitting Materials that contain restricted or password only access pages, or hidden pages or images; (g) submitting Materials that displays

pornographic or sexually explicit material of any kind; (h) submitting Materials that provide instructional information about illegal activities such as making or buying illegal weapons, violating someone’s privacy, or providing or creating computer viruses; (i) submitting Materials that contain viruses, Trojan horses, worms, or any other similar forms of malware, (j) engaging in activities or submitting Materials that solicit passwords or personally identifiable information for unlawful purposes from other users; (k) engaging in unauthorized commercial activities and/or sales without our prior written consent such as advertising, solicitations, contests, sweepstakes, barter, and pyramid schemes; (l) using any robot, spider, other automatic

device, or manual process to monitor, copy, or “scrape” web pages or the content contained in the Service or for any other unauthorized purpose without our prior written consent; (m) using any device, software, or routine to interfere or attempt to interfere with the proper working of the Service; (n) decompiling, reverse engineering, or disassembling the software or attempting

to do so; or (o) taking any action that imposes an unreasonable or disproportionately large load on the Service or our hardware and software infrastructure or that of any of our Licensors or Suppliers. In addition, you covenant and represent that you will not use the Service for any purpose in violation of the law or these Terms of Service.

## 5. Sharing Information and Ownership of the Service

S7VEN allows Users to share various content on the Service as s/he determines. When you register with us, you fill out your profile and can share emails and information with others on the account. When you use the Service, information you post or share with others, such as your emails, personal information, notes, comments, messages, photos, or other information, may become available to other users. All sharing of information is done at your own risk.

Unless otherwise agreed in writing signed by S7VEN, by submitting content, including your profile information, adding photos, video, data or other materials directly through the Service or suggesting any ideas or feedback (collectively, "Materials"), you hereby grant to us a royalty-free, perpetual, irrevocable, fully transferable, sublicensable, nonexclusive right and license to use, access, store, copy, modify, re-post, rearrange, display, distribute, reproduce, perform, create derivative works from, and otherwise use and exploit all such Materials in any form, media, software or technology of any kind now existing or developed in the future and the right to sublicense the foregoing rights through multiple tiers without compensation to you. You further grant to us a royalty-free right and license to use your name, image and/or likeness in advertising and in connection with the licensed rights for the Materials. You also agree to indemnify, defend and hold harmless us from and against any claims or costs, including attorneys' fees, arising from the use or distribution of those Materials. You further grant us the right to use your name in connection with the reproduction or distribution of any such Material. While S7VEN is not under any obligation to monitor content provided by Users, we may, in its sole determination, remove any content that it deems objectionable, offensive, unlawful or in violation of these Terms of Service.

Subject to the license above, you retain all of your rights in all of the Materials you post to our Service, including all copyright rights; moral rights; rights of publicity; trademark, trade dress and service mark rights (and associated goodwill); trade secret rights; patent rights and all other intellectual property and proprietary rights as they may now exist or hereafter come into existence and all applications for any of these rights and registrations, renewals and extensions of any of these rights, in each case under the laws of any state, country, territory or other jurisdiction. The Service, all content and other subject matter included on or within the Service ("S7VEN Content ") is the exclusive property of S7ven or its licensors. We reserve all of its rights with respect the S7ven

Content, and you may not download or distribute or otherwise make any commercial use of the S7ven Content.

The Service may offer forums, blogs, comments areas, bulletin boards and chat rooms (collectively, "Groups") that are intended to provide users an interesting and stimulating forum in which they can express their opinions and share their ideas. We do not endorse the accuracy or reliability of any advice, opinion, statement or information posted on these Groups. Please use your best judgment, and be respectful of other individuals using these Groups. Do not use vulgar, abusive or hateful language. Uploading copyrighted or other proprietary material of any kind on the Service without the express permission of the owner of that material is prohibited and may result in civil and/or criminal liability. Any information you disclose when posting a message in these Groups may become public. You should not include any information in your posting that you do not want other parties to see or use and you hereby agree that you will not hold us responsible for any third party's use of information contained in such posting. To maintain a positive, creative environment in which Users may share and display Materials, we ask that you only use the Service in a manner that is consistent with our Acceptable Use Policy. You agree not to use user names or Group titles that are offensive, obscene, or harassing to others. We reserve the right to require you to change your user name or the title of your Group at any time and for any reason in our sole discretion.

## **6. Use of Third Party Services**

As a part of our Service, we may offer links to web sites operated by various third parties and are not responsible or liable for any acts or omissions created or performed by these third parties. We provide such links for your convenience and reference only. We do not operate or control in any way any information, software, products or services available on such web sites. Our inclusion of a link to a website does not imply any endorsement of the services or the site, its contents, or its sponsoring organization.

## **7. Mobile Apps**

**We are working on a mobile app**

## 8. Representations and Warranties and Indemnification

You hereby represent and warrant that: (a) you have all necessary authority, rights and permissions to submit the Materials and grant the licenses described in these Terms of Service, (b) the Materials are accurate, current and complete, (c) the Materials and your use of the Service shall not infringe or misappropriate any copyright, trademark, trade secret, patent, or other intellectual property right of any third party or violate any other rights of third party, including, without limitation, any rights of privacy or publicity or any contractual rights, (d) the Materials and your use of the Service shall not violate any applicable law or regulation or cause injury to any person; and (e) your use of the Service shall not violate any agreements between you and a third party.

You agree to indemnify, defend and hold harmless us, and its officers, directors, employees, agents, and contractors and suppliers from and against any and all claims, costs, demands, damages, liabilities, or expenses, including, without limitation, reasonable attorneys' fees, arising from or related to: (a) the Materials you provide, (b) your use of the Service, (c) your breach of these Terms of Service, or (d) any actual, prospective, completed or terminated purchase, sale or other transaction between you and a third party.

## 9. Disclaimers and Limitations

We intend that the information contained in our Service be accurate and reliable; however, errors and data loss may sometimes occur. From time to time, we may issue an update to the Service which may add, modify, and/or remove features from the Service. These updates may be launched automatically with little or no notice, although we may make reasonable efforts to notify you in advance of an upcoming update. THE SERVICE AND THE INFORMATION, SOFTWARE, PRODUCTS AND SERVICES ASSOCIATED WITH IT ARE PROVIDED "AS IS." WE AND/OR OUR SUPPLIERS, LICENSORS, PARTNERS AND AFFILIATES DISCLAIM ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER RELATING TO THE SERVICE AND ANY INFORMATION, SOFTWARE, PRODUCTS AND SERVICES PROVIDED HEREIN, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. USE OF OUR SERVICE IS AT YOUR OWN RISK. WE AND/OR OUR SUPPLIERS, ARE NOT LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR

CONSEQUENTIAL DAMAGES OR OTHER INJURY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OUR SERVICE OR WITH THE DELAY OR INABILITY TO USE THE SERVICES, LOSS OF DATA, BREACH OF THE SERVICE OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS AND SERVICES OBTAINED THROUGH US, OR OTHERWISE ARISING OUT OF THE USE OF THE SERVICE, WHETHER RESULTING IN WHOLE OR IN PART, FROM BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF WE AND/OR OUR SUPPLIERS HAD BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

### **LIMITATION OF LIABILITY**

IN NO EVENT SHALL WE OR OUR SUPPLIERS OR LICENSORS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (HOWEVER ARISING, INCLUDING NEGLIGENCE) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. OUR LIABILITY, AND THE LIABILITY OF OUR SUPPLIERS, LICENSORS AND AFFILIATES, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE, SHALL NOT EXCEED THE TOTAL SUM OF \$100.00. THE LIMITATIONS OF LIABILITY SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE CONTRACT BETWEEN US AND YOU. Some states do not allow the limitation of liability, so the foregoing limitation may not always apply.

### **ERRORS AND DELAYS**

We are not responsible for any errors or delays or other technical problems. We recommend that you always keep a copy of any data or information that you have loaded to our Service in case of any service interruption or failure.

## **10. Termination and Cancellation**

You are solely responsible for canceling your Account. If you decide at any time that you no longer wish to receive maintain your Account with us, you can access your account and remove any personal information, but this may result in the closure of your account. Cancellations by phone or sent to any other email address will not be considered valid.

You will have thirty (30) days after cancellation to export any data from your account. This information cannot be recovered once your Account is canceled. If you cancel the Service before the end of your current paid up month/year, your cancellation will take effect immediately and you will not be charged again.

We reserve the right in our sole discretion, and without any prior notice, to terminate your access to the Service for any reason, including but not limited to your breach of these Terms of Service, the terms and conditions of any service for which you may have registered, failure to pay for Service or a violation of the rights of another User or the law.

We reserve the right with or without notice to you at any time to change, modify or discontinue any service or a portion or attribute thereof, or the offering of any information, good, content, product or service. We shall have no liability to any User or any third party should we modify or discontinue any service or an aspect thereof.

## **11. General**

You agree that: (i) the Service shall be deemed solely based in New York; and (ii) this Service shall be deemed a passive website and service that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than New York. These Terms of Service shall be governed by the internal substantive laws of the State of New York, without respect to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. These Terms of Service, together with the Privacy Policy and any other legal notices published by us on the Service, shall constitute the entire agreement between you and us concerning this Service and supersedes any prior written or oral representations. **YOU AND WE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS SERVICE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.** These Terms of Service may not be transferred or assigned by you, but may be assigned by us without restriction. Any attempted transfer or assignment in violation hereof shall be null and void. All rights not expressly granted herein are reserved to us.

**IF YOU DO NOT AGREE TO THE TERMS STATED ABOVE OR TO ANY CHANGES MADE IN THESE TERMS, PLEASE EXIT THIS SERVICE IMMEDIATELY.**