

## TERMS OF USE

### 1. Acceptance of Terms Through Use

Pyramid Platform, LLC ("Pyramid Platform") make Services and Products available on this Website subject to the following terms and conditions of use (the "Terms of Use"). These Terms of Use also apply to any updates, enhancements and new features and products.

Please read the following Terms of Use carefully before using PyramidPlatform.com ("Site") so that you are aware of your legal rights and obligations. If you do not agree to these Terms of Use, do not submit information to, or access any information from, the Site.

By using this Site, you signify your irrevocable acceptance of these Terms of Use. Pyramid Platform has the right to revise these Terms of Use at any time without providing notice to its users and you agree to be bound by the latest version of the Terms of Use and as such, are responsible for regularly reviewing these Terms of Use. You can review the most current version of the Terms of Use at any time at [www.pyramidplatform.com](http://www.pyramidplatform.com). In the event that any provision, term or guideline contained on a particular Web page in the Site conflicts with the Terms of Use, the terms of such Web page shall control over the Terms of Use except with respect to the General Terms set forth below, which shall at all times control.

Pyramid Platform reserves the right to change, modify, suspend or discontinue any portion of the Site at any time. Pyramid Platform may also impose limits on certain features or restrict your access to parts or the entire Site without notice or liability.

## **2. Registration**

You acknowledge that you may not access this Website and have access to Services and Products contained herein until you have become a Registrant. The following are conditions for becoming a Registrant: (a) You must accept and agree to these Terms of Use, (b) you must provide your employer's identity to Pyramid Platform, (c) you must provide your name and a valid email address to Pyramid Platform. Pyramid Platform will send an email to you at the address provided by you confirming that you have agreed to the Terms of Use. You must then reply to that email which will confirm that the email address is a valid email address, and that you received the Terms of Use confirmation. You will be permitted to access this Website only after you have verified that the email address provided by you is valid, and that you have received the Terms of Use confirmation. You must supply Pyramid Platform a user name and a password, the combination of which must be different from those of all other Registrants, before you will be permitted to access the Services and Products offered on the Website. The email address you provide to Pyramid Platform must be associated with only one other name and password and must be the email address provided to you by your employer.

### **3. Grant of License**

Subject to the terms and conditions contained herein, Pyramid Platform grants to you a non-exclusive, non-transferable, revocable license, without the right to sublicense, to use the Services and Products provided on the Website solely for the Permitted Use and subject to the terms and conditions set forth herein. The license granted by Pyramid Platform pursuant to these Terms of Use is not perpetual. Pyramid Platform may at any time and at its discretion terminate this license. You shall have no implied licenses nor shall an implied license be deemed to be granted. Pyramid Platform retains all rights not specifically granted hereunder. You agree to use the Services and Products contained on the Website as defined in the Permitted Use and subject to the terms of these Terms of Use and for no other purposes.

The Website and all Services and Products accessible thereon are owned and copyrighted by Pyramid Platform. Pyramid Platform grants no rights beyond the license granted and conferred to such Services and Products and, except for the limited license provided herein, Pyramid Platform reserves all rights in all Services and Products, including but not limited to the exclusive rights under copyright and the right to grant further licenses. You agree to take all reasonable steps, in accordance with the best industry practices, to protect the security of all Services and Products provided on the Website and to prevent unauthorized use.

#### **4. Permitted Use**

Subject to the terms and conditions contained herein, you may use the Services and Products contained on the Website for your employer's benefit to manage, maintain, and market residential real properties.

This Site is designed for all stages of the residential real property management and marketing process, including, but not limited to, property acquisition, eviction management, repair management, closing management, loss mitigation, rental management and surveillance, and pool bidding and diligence. The information and services offered on this Site is provided solely for use by sellers and buyers of residential property and their respective real estate brokers and agents and does not constitute real estate, legal, tax, accounting or other professional advice. BY USING THE SITE, YOU IRREVOCABLY ACKNOWLEDGE AND AGREE THAT PYRAMID PLATFORM IS NOT A REAL ESTATE AGENT, REAL ESTATE BROKER, MORTGAGE BROKER OR MORTGAGE LENDER UNDER THE REAL ESTATE LAWS OF ANY STATE. NOTHING IN THE SERVICE IS INTENDED TO BE PROFESSIONAL ADVICE, INCLUDING BUT NOT LIMITED TO, REAL ESTATE OR TAX ADVICE. Pyramid Platform MERELY PROVIDES TECHNOLOGICAL TOOLS THAT BROKERS, AGENTS, BUYERS, SELLERS AND OTHER INDIVIDUALS AND/OR COMPANIES MAY USE TO TRANSACT BUSINESS AND PYRAMID PLATFORM IS NOT INVOLVED IN THE ACTUAL TRANSACTION BETWEEN BUYERS, AGENTS, BROKERS, SELLERS AND ANY OTHER RELATED PARTY, AND IS NOT THE AGENT OF, NOR HAS ANY AUTHORITY ON BEHALF OF ANY OF THE AFOREMENTIONED PARTIES OR ANY OTHER THIRD PARTY, FOR ANY PURPOSE WHATSOEVER. AT NO TIME AND IN NO EVENT SHALL PYRAMID PLATFORM BECOME INVOLVED IN ANY DISPUTE OR TRANSACTION BETWEEN THE AFOREMENTIONED PARTIES OR HAVE ANY RESPONSIBILITY OR LIABILITY IN CONNECTION THEREWITH, INCLUDING, BUT NOT LIMITED TO, MAKING OR GUARANTEEING ANY PAYMENT THAT MAY COME DUE AS A RESULT OF ANY TRANSACTION OR AGREEMENT BETWEEN THE AFOREMENTIONED PARTIES.

## 5. Limitations on Use

- You shall not (a) modify, copy, distribute, transmit, display, perform, reproduce, publish, upload, post, license, frame in another website, use on any other website, create derivative works of, transfer, sell, and/or exploit for commercial use, any content on the Website, including any Services or Products or any underlying data, compilations and information contained therein or thereon, including by email or other electronic means; (b) take any action that imposes or may impose, in Pyramid Platform's sole discretion, an unreasonable or disproportionately large load on the Website's infrastructure; (c) copy, reproduce, modify, create derivative works from, distribute, or publicly display any content from the Website; (d) interfere or attempt to interfere with the proper working of the Website or any activities conducted on the Website, including but not limited to the introduction of any virus, Trojan horse, worm or other software routines designed to permit unauthorized access to software or hardware or to disable, erase or otherwise adversely affect data or the operation of software or hardware; (e) bypass Pyramid Platform's robot exclusion headers or other measures Pyramid Platform may use to prevent or restrict access to the Website; (f) circumvent any technological measures or features of the Website that are intended to or effectively control access to any protected content or information included on the Website, including but not limited to bypassing any security feature of the product or the computer system on which the product is installed; or (g) not use any robot, spider, scraper or other automated means, including but not limited to any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than Pyramid Platform, to access the Website for any purpose.
- You shall not, nor make any attempt to: (i) alter, modify, improve, reverse engineer, disassemble or decompile the Website, any systems found on the Website, any Services or Products or any information obtained through use of the Website; (ii) sublicense or transfer any of the rights granted under these Terms of Use, or otherwise use the Services and/or Products contained thereon or any underlying data, compilations and information contained therein for the benefit of anyone; or (iii) publicly display, make available to the general public, or otherwise transfer in bulk any Services or Products obtained from your access to the Website.
- You shall not access or use the Website without a properly-assigned user name and password, and shall not permit any other employee of your employer or any other third party to gain access to the Website unless a username and password has been specifically assigned to that individual by Pyramid Platform.

## 6. Privacy

- Your privacy is very important to us at Pyramid Platform. To better protect your rights Pyramid Platform has created the Pyramid Platform Privacy Statement to explain our privacy practices in detail. To read the Pyramid Platform Pyramid Platform Privacy Policy, please access our Privacy Statement at [www.pyramidplatform.com](http://www.pyramidplatform.com). As a registered user, you hereby grant Pyramid Platform the permission to communicate with you via email (as well as other communication channels such as phone and fax) for any purposes Pyramid Platform determines to be relevant including, but not limited to, system messages, product updates, service announcements and other marketing messages and under no circumstances will Pyramid Platform have any liability for sending any email to its registered users.
- Information Collected and Its Use. You acknowledge and agree that Pyramid Platform may collect information about you, including personal information such as your name and email address, and other information that may be used to identify and authenticate you, as well as for other purposes.
- Cookies. You agree and acknowledge that the Website employs cookies. In general, a "cookie" is a small piece of text data stored on the viewer's computer by a website, to give the viewer's computer a unique identity while the website performs certain processes, such as filling an online member form, or calculating the number of unique visitors at a given time. Cookies may contain personal information, like email addresses, usernames, or passwords, or completely anonymous information, like a randomly generated number or string. They may be deleted once the viewer leaves a site, a section of a site, or closes the browser; or they may remain, so that the website remembers the viewer the next time the viewer visits that site. Most browsers allow the viewer to decline cookies automatically or to accept or decline each cookie individually. If you choose to decline cookies from the Website, however, you may not be able to use some sections of the Website or it may hinder the Website functions.
- Sharing Information. You acknowledge and agree that Pyramid Platform may share your personal information with others, including but not limited to, the providers of Third Party Applications. Pyramid Platform may be forced to disclose information to the government or third parties under certain circumstances. Pyramid Platform cooperates with law enforcement inquiries, as well as other third parties, to enforce laws such as those regarding intellectual property rights, fraud and other personal rights. Pyramid Platform can, and you hereby authorize Pyramid Platform to, disclose any information about you to law enforcement or other government offices as Pyramid Platform, in its sole discretion believes necessary or appropriate in connection with an investigation of

fraud, intellectual property infringement or other activity that is illegal or may expose Pyramid Platform or you to liability.

## 7. Intellectual Property Ownership

- You acknowledge and agree that the Services and Products and all materials thereon including without limitation, images, text, graphic designs, illustrations, trademarks, service marks, copyrights, photographs, information, data, other files and arrangement thereof and content belonging to other issues and all intellectual property rights related thereto, are the exclusive property of Pyramid Platform and the licensors (collectively, the "PP Content"). PP Content include any derivatives, updates or modifications provided thereto and created therefrom and any information derived from the use of the website. Except as explicitly provided herein, nothing in these Terms of Use shall be deemed to create a license in or under any such intellectual property rights of Pyramid Platform or its licensors.
- You acknowledge and agree that the trademarks of Pyramid Platform (the "Marks"), the Website, the Services and Products, and the content and look and feel of the Website, to the extent protectable, are proprietary, original works of authorship of Pyramid Platform or licensors of Pyramid Platform, protected under United States and worldwide copyright, trademark, and trade secret laws of general applicability. You further acknowledge and agree that all right, title and interest in and to the Marks, the Website, and the look and feel of the Website, including all content thereof, are and shall remain with Pyramid Platform, or its licensors, from which content used on the Services and Products is obtained is protected under United States and worldwide copyright law, and is owned by the MLS, or its licensors, providing such database. ("MLS Data") You agree not to contest or infringe upon these rights, directly or indirectly, at any time. Without the prior written consent of Pyramid Platform, use of the Website for any purpose other than Permitted Use, violates the copyrights, trademarks or other intellectual property rights of Pyramid Platform or its licensors, and is prohibited. Except as expressly provided under these Terms of Use, you may not use on the Website, or on any other materials, the Marks, or any other trademarks or copyrighted materials appearing on the Website, including without limitation any logos without the express prior written consent of the owner of the mark or copyright.
- You personally agree not to challenge Pyramid Platform's rights in and to the Website, or to take any action inconsistent with the provisions of this Section 7 of these Terms of Use. You agree to take all action and execute and deliver to Pyramid Platform all documents requested by Pyramid Platform in connection with any copyright application and registration by Pyramid Platform.
- Without limiting the generality of this Section 7, you personally acknowledge and agree that Pyramid Platform may license, or otherwise grant rights in or to intellectual property owned or licensed by Pyramid Platform to any third party for any lawful purpose reasonably deemed appropriate by Pyramid Platform.



- Any copying, modification, display, performance, publishing, licensing, creation of derivative works, framing in other web pages, use on other web sites, uploading, reproduction, transmittal or redistribution of the PP Content which is not expressly authorized by these Terms of Use is strictly prohibited. You understand and agree that making modifications to, creating derivative works based on, or any unauthorized use of, the PP Content or any other elements of the Site, is expressly prohibited.
- All modifications or enhancements to the Site remain the exclusive property of Pyramid Platform. Access to and use of the Site is expressly governed by these Terms of Use. You agree not to take any action to jeopardize, limit or interfere with Pyramid Platform's ownership of and rights with respect to the Site and PP Content. You also agree not to implement or otherwise use automation tools to connect to, modify, or monitor the Site and its elements.

## 8. User Content and Online Conduct

With respect to any and all offers, counteroffers, data, still photographs, videos, text, and any other content you elect to upload, post, or otherwise transmit to Pyramid Platform through the Site ("User Content"), you agree to provide true, accurate and complete information and to refrain from impersonating or falsely representing your affiliation, credentials or licenses with any person or entity. Pyramid Platform does not guarantee the privacy or security of any User Content being transmitted through the Site. By transmitting User Content to or through the Site, you grant Pyramid Platform, its affiliates, and licensees the royalty-free, fully paid, perpetual, irrevocable, non-exclusive and fully sub- licensable worldwide right and license to use, reproduce, adapt, perform, display, publish, translate, prepare derivative works from, distribute, sell, and take any other action with respect to such User Content (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed and to grant and authorize sublicenses (through multiple tiers) of the foregoing. You further acknowledge and agree that Pyramid Platform may preserve any such User Content and may also publicly disclose such User Content in its sole discretion. You grant, represent and warrant that:

(a) You own or have the full right, power and authority to grant to Pyramid Platform the right to use, copy, perform, display, and distribute the User Content;

(b) By posting User Content to the Site, you grant Pyramid Platform all rights necessary to prohibit any subsequent aggregation, display, copying, duplication, reproduction, or exploitation of the User Content on the Site by any party for any purpose of and rights in all User Content and/or that you otherwise control all of the rights to such User Content including, without limitation, all the rights necessary for you to transmit such User Content, and to transfer your or others' interests in such User Content to Pyramid Platform as provided below;

(c) Any User Content you provide to Pyramid Platform will be true and accurate;

(d) Your license of such User Content to Pyramid Platform hereunder does not, and the use or license of such User Content by Pyramid Platform to third parties will not, infringe any right or interest owned or possessed by any third party; and

(e) There are no claims, judgments or settlements to be paid by you, or pending claims or litigation, relating to such User Content.

You expressly understand and agree that you, and not Pyramid Platform, are solely and entirely responsible for all User Content that you upload, download, post, or otherwise make available via the Site including any and all offers and counteroffers that you provide or otherwise make available via the Site. You also expressly understand and agree that you, and not Pyramid Platform, are solely and entirely responsible for refraining from disclosing any confidential, private, non-public or personal information ("NPPI"). Pyramid Platform does not guarantee the privacy or security of any User or Third Party Content being transmitted through the Site and Pyramid Platform does not control, verify, or monitor any User or Third Party Content posted via the Site by any visitors to the Site and does not guarantee the accuracy, integrity or quality of such content. You agree that you must evaluate, and bear all risks associated with, the use of any User or Third Party Content, including any reliance on the accuracy, completeness, or usefulness of such and acknowledge that you must independently verify any Content and not exclusively rely on any Content submitted to Pyramid Platform or any other users of the Site through the Site.

**YOU ARE RESPONSIBLE FOR BACKING UP OR EXPORTING THE USER CONTENT TO ENSURE YOU PRESERVE YOUR CONTENTS. IF YOUR SERVICE IS SUSPENDED OR CANCELED, PYRAMID PLATFORM MAY PERMANENTLY DELETE YOUR OR OTHER USER CONTENT FROM ITS SERVERS AT ITS SOLE DISCRETION AND YOU ACKNOWLEDGE THAT YOU HAVE NO RIGHT TO SUCH CONTENT IN THE EVENT OF A CANCELLATION OR SUSPENSION. PYRAMID PLATFORM HAS NO OBLIGATION TO RETURN USER CONTENT TO YOU AFTER THE SERVICE IS SUSPENDED OR CANCELED.**

## **9. Links to other Websites and Related Disclaimers**

You agree and acknowledge that the Website may contain links to or be linked from other websites and resources located on servers maintained by third parties over which Pyramid Platform has no control ("Linked Websites"). The Linked Websites are provided for your convenience and information only and, as such, you access them at your own risk. You agree and acknowledge that Pyramid Platform is not responsible for, and does not endorse or warrant, the content of or anything that may be delivered to you or your computer as a result of accessing any Linked Websites, whether or not Pyramid Platform is affiliated with the owners of such Linked Websites. Without limiting the generality of the foregoing, you hereby waive any claims related to, and agree that Pyramid Platform is not responsible and shall have no liability for your access of any information on or us of the Linked Websites, including but not limited to, any viruses or other illicit code that may be downloaded through a link found on the Website, or by accessing a Linked Website. You agree that Pyramid Platform will not be responsible or liable for loss or damage that might be incurred by you or your employer as a result of a transaction you enter into through any other website.

## **10. Potential Disruption of Service**

Access to the Website may from time to time be unavailable, delayed or limited due to, among other things: hardware failure; software failure, including among other things, bugs, errors, viruses, configuration problems, incompatibility of systems, utilities or applications, the operation of firewalls or screening programs, unreasonable codes, or content irregularities; system overload; damage caused by severe weather, natural disasters, war or acts of God; terrorism; interruption of power supplies; strike or other stoppage of labor; governmental or regulatory restrictions; or any other cause whatsoever beyond the control of Pyramid Platform. You agree that any modification of the Website, and any interruption or unavailability of access to the Website shall not constitute a default or any obligations of Pyramid Platform under these Terms of Use, and Pyramid Platform shall have no liability of any nature to you or your employer for any such modifications, interruptions, unavailability, or failure of access. Pyramid Platform has the right at any time to change or discontinue any aspect or feature of the Website, including, without limitation, the content, hours of availability, and equipment needed for access or use of the Website.

## **11. No Warranties**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF AND RELIANCE UPON ANY AND ALL ELEMENTS OF THE SITE IS AT YOUR SOLE RISK AND ITS FUNCTIONALITY IS PROVIDED "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE". PYRAMID PLATFORM DISCLAIMS ANY AND ALL WARRANTIES, CLAIMS, GUARANTEES OR REPRESENTATIONS WITH REGARD TO THE APPROPRIATENESS, ABILITY, ACCURACY, SUFFICIENCY, CORRECTNESS, SECURITY OF DATA OR CONTENT, THE LOSS OF ANY DATA, CONTACTS OR CONTENT, VERACITY, VALUE, COMPLETENESS, OR TIMELINESS OF THE SITE. PYRAMID PLATFORM DISCLAIMS ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES WITH RESPECT TO THE SITE, INCLUDING WARRANTIES OF SATISFACTORY QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, WORKMANLIKE QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR ARE THERE ANY WARRANTIES CREATED BY COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE. WITHOUT LIMITING THE FOREGOING, PYRAMID PLATFORM DOES NOT WARRANT THAT THE SITE AND THE FUNCTIONS CONTAINED THEREIN WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE OR ERROR-FREE, THAT DEFECTS, IF ANY, WILL BE CORRECTED, OR THAT THE SITE AND/OR THE SERVER THAT MAKES SAME AVAILABLE ARE FREE OF VIRUSES, CLOCKS, ERRORS, TIMERS, COUNTERS, WORMS, SOFTWARE LOCKS, DROP DEAD DEVICES, TROJAN-HORSES, ROUTINGS, TRAP DOORS, TIME BOMBS OR ANY OTHER HARMFUL CODES, INSTRUCTIONS, PROGRAMS OR COMPONENTS THAT WILL PREVENT TRANSMISSION FAILURES. YOU ACKNOWLEDGE THAT THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SITE REMAINS WITH YOU TO THE MAXIMUM EXTENT PERMITTED BY LAW.

## 12. Limitation of Liability

- IN NO EVENT SHALL PYRAMID PLATFORM BE LIABLE WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE, OR IMPUTED), PRODUCT LIABILITY OR STRICT LIABILITY OR OTHER THEORY, FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING WITHOUT LIMITATION ANY LOSS OF CONTENT(S), LOSS OF DATA, LOSS OF USE, LOSS OF PROFITS, LOSS OF SERVICE, COMPUTER FAILURE, THE PROVISION OR FAILURE TO PROVIDE SERVICES, SECURITY OF THE WEBSITE, UNAVAILABILITY OF THE SITE, ARISING OUT OF OR IN ANY WAY CONNECTED TO THE USE, PERFORMANCE OR INABILITY TO USE THE WEBSITE OR RELATED SERVICES INCLUDING ANY CONTENT AND SERVICES MADE AVAILABLE OR OBTAINED THROUGH THE USE OF THE SITES, AND ALL OTHER USES OF THE WEBSITES, WHICH ARE DONE AT YOUR OWN DISCRETION AND RISK. YOU AGREE TO BE SOLELY RESPONSIBLE FOR ANY AND ALL DAMAGES EVEN IF PYRAMID PLATFORM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY PROBLEMS OR DISSATISFACTION WITH THIS SITE IS TO DISCONTINUE ANY USE OF THE WEBSITE SUBJECT TO ANY OTHER REMEDIES PROVIDED HEREIN.
- In no event will Pyramid Platform be liable to you or your employer, or any third party for any decision made or action taken in reliance upon your use of any information contained in or provided through the Website. Any information, Services or Products obtained through the use of the Website, or any linked website, is at your own risk, and you and your employer will be solely responsible for any damage to you or your employer's equipment, software, user's website, loss or data, theft, destruction, unauthorized access to or alteration of personal records, the reliance upon or use of Products or Services appearing on the Website or a linked website, or other personal or commercial loss that results from the use of any such Products or Services on the Website or a linked website.

### **13. Indemnification of Pyramid Platform**

- You will not use the Products and Services for any unlawful purpose, or for any purpose not permitted by these Terms of Use. You and your employer, agree to indemnify, defend and hold harmless Pyramid Platform and its officers, directors, employees, members, contractors and agents ("Indemnified Parties") from any liability, loss, claim and expense (including reasonable attorneys' fees) due to or arising from (i) your use of or access to the Website, the Services and Products, including any data or content transmitted or received by you, or your inability to use the Website, the Services or the Products; (ii) any claim or damages that arise as a result of any of your User Content or any User content that is submitted via your account (iii) your violation of any of the terms of this Agreement, including without limitation your breach of any of the representations and warranties above, (iv) your violation of any rights of a third party, including without limitation any right of privacy or intellectual property rights; (v) any other party's access and use of the Website, the Services or Products with your unique username, password or other appropriate security code or (vii) your violation of any applicable laws, rules or regulations.
- You and your employer are solely responsible for defending any claim, subject to the Indemnified Party's right to participate with counsel it selects, and neither you nor your employer will agree to any settlement that imposes any obligation, liability or admission of guilt on the part of the indemnified Parties without prior written consent of the respective party. If you violate any provision of this section of the Terms of Use, Pyramid Platform may terminate your access to the Website without notice. Your indemnity obligations to the Indemnified Parties shall survive the termination of your access to the Website and these Terms of Use.



## 14. Claims of Copyright Infringement

If you are a copyright owner or an agent thereof and believe that anything on the sites infringes upon your copyrights, you may submit a notification of infringement pursuant to the Digital Millennium Copyright Act ("DMCA") by providing Pyramid Platform's Copyright Agent with the following information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (ii) a description of the copyrighted work that you claim has been infringed; (iii) a description of where the material that you claim is infringing is located on our website (please include URLs to help us identify the material); (iv) your address, telephone number, and email address; (v) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Pyramid Platform's designated Copyright Agent to receive notifications of claimed infringement is:

Pyramid Platform, LLC  
Attn: Legal Department/Copyright Agent  
7730 South Union Park Avenue, Suite 400  
Midvale, Utah 84047

**UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.**

Please note that this procedure is exclusively for notifying Pyramid Platform and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with Pyramid Platform's rights and obligations under the DMCA, including 17 U.S.C. §512, but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

## **15. Proprietary and Other Notices**

You agree that you will not alter or remove any trademarks or copyright notices or other notices and disclaimers located or used on, or in connection with, the Website or any Products or Services licensed by you under these Terms of Use.

## 16. Representations and Warranties

You represent, promise and warrant that you agree to only access or use the website only for legal purposes that are permitted by these Terms of Use. Among other things, you agree that you:

Possess the legal right and ability to enter into these Terms of Use and to comply with its terms;

Will use the Site for lawful purposes only and in accordance with these Terms of Use and all applicable laws, regulations and policies;

Will use the Site on a computer on which such use is authorized by the computer's owner;

Will pay Pyramid Platform for any and all fees associated with your usage of the Site;

Are 18 years of age or older.

You also agree that you will not:

Damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site;

Obtain or attempt to obtain any materials or information through any means not made readily accessible by Pyramid Platform through the Site.

Access or attempt to access password protected, secure or non-public areas of the Site.

Decrypt, defeat and/or overcome any digital rights management technology implemented with respect to the Site or data transmitted, processed or stored on the Site.

Send, expose, disclose, reveal, or share non-public private information through the Site without the express written consent of the owner of the information and you agree to be solely responsible and to hold harmless and indemnify Pyramid Platform for any and all expenses, claims, damages, costs, liability and legal actions for unauthorized sharing of NPPI through the Site.

Remove or conceal any proprietary notices from the Site;

Cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, hacking or disassembling of the Site, including any PP, User or Third Party Content or any other elements contained or offered by the Site;

Use any data mining, gathering or extraction tool, or any robot, spider or other automatic device or manual process, to monitor or copy any PP Content or portion of the Site;

Use this Site for the benefit of any third party or any manner not permitted by the licenses granted herein;

Use the Site or submit any User Content to generate or send any unsolicited commercial email (Spam);

Copy any elements of the Site (other than as expressly provided under United States copyright laws);

Access, create or modify source code of the Site in any way;

Use the Site to, or in any way that would, violate any applicable local, state, national, or international law, regulation, ordinance or real estate practice having the force of law, including but not limited to the Gramm-Leach-Bliley Act, SB 1386, RESPA, CAN-SPAM, Civil Rights Act of 1866, the Fair Housing Act, the Americans with Disabilities Act, and the Equal Credit Opportunity Act;

Impersonate any person or entity, or falsely state or otherwise misrepresent or inaccurately display your credentials, qualifications, listings, affiliations with a person or entity, post, upload or otherwise relay information which is misleading to others, including consumers; or otherwise disguise the origin of any User Content;

Submit or publish User or Third Party Content that contains or includes any virus, clock, timer, counter, worm, software lock, drop dead device, Trojan-horse, routing, trap door, time bomb or any other code, instruction or program that is designed to distort, delete, damage, disable or impair the functionality of any computer or the Site; or

Use this Site to develop, generate, upload, post, display transmit or store information or User Content that:

(a) infringes any third party's intellectual property (including but not limited to patent, trademark, trade secret copyright or other proprietary rights of any party);

(b) is unlawful, threatening, harassing, tortious, defamatory, libelous, pornographic, an invasion of privacy, obscene, abusive, hateful, vulgar, illegal, racist, offensive or harmful; or

(c) In any way obstructs or otherwise interferes with the normal performance of another person's use of the Site.

Pyramid Platform may be required to disclose information to individuals asserting rights under the Digital Millennium Copyright Act, and you expressly authorize Pyramid Platform to comply with any and all lawful notices, subpoenas, court orders or warrants without prior notice to you. If Pyramid Platform has reasonable grounds to suspect that your representations, warranties or promises are inaccurate or in breach, Pyramid Platform may suspend or terminate your account, deny any or all use of the Site, and pursue any appropriate legal remedies. In addition, Pyramid Platform reserves the right, in its sole discretion, to modify or discontinue the Services or any portion thereof, with or without notice, and without liability to you.

## 17. Dispute Resolution

- You agree that your use of this website constitutes a transaction in interstate commerce and that any claim or controversy arising out of or relating to the use of this Website or to any acts or omissions for which you may contend Pyramid Platform is liable, including but not limited to any claim or controversy as to arbitrability ("Dispute"), shall be finally, and exclusively, settled by arbitration Pursuant to the Federal Arbitration Act, 9 U.S.C. § 1 Et seq. You intentionally and knowingly give up your right to go to court to assert or defend your rights. You also give up your right to participate in or bring class actions. You and your employer's rights will be determined by neutral arbitrators and not a judge or jury.
- All arbitration will be held before one arbitrator under the arbitration rules of the American Arbitration Association ("AAA") in force at that time. The arbitration will be conducted in Salt Lake City, Utah. The arbitrator will be selected pursuant to the AAA rules. Should no AAA rule regarding the selection of an arbitrator be in effect, you will select an arbitrator from a panel of arbitrators acceptable to Pyramid Platform. In any arbitration, Pyramid Platform will pay the filing fee, plus the costs associated with the first day of arbitration, with the remaining costs of arbitration paid by the non-prevailing party. To begin the arbitration process, a party must make a written demand.
- Any judgment upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The arbitrators will not have the power to multiply actual damages or award consequential, punitive or exemplary damages, and each party irrevocably waives any claim thereto. The agreement to arbitrate will not be construed as an agreement to the joinder or consolidation of an arbitration under these Terms of Use with an arbitration of disputes or claims of any non-party, regardless of the nature of the issues or disputes involved.
- Should a dispute arise and should the arbitration provisions become inapplicable or unenforceable, you agree that jurisdiction over and venue of any suit will be exclusively in the state and federal courts sitting in Salt Lake County, Utah. If either party employs attorneys to enforce any right in connection with any dispute or lawsuit the prevailing party is entitled to recover reasonable attorneys' fees.

## **18. Injunction**

You acknowledge and agree that a breach or violation of these Terms of Use will result in immediate and irreparable injury and harm to Pyramid Platform and its licensors. In such event, Pyramid Platform shall have, in addition to any and all remedies of law and other consequences under these Terms of Use, the right to an injunction, specific performance or other equitable relief to prevent violation of your obligation under these Terms of Use without any obligation to post a bond or other security, and you expressly waive any obligation for the posting of any such bond or security; provided, however, that, this shall in no way limit any other remedies which Pyramid Platform may have, including, without limitation, the right to seek monetary damages.

## **19. Severability and Integration**

If any provision of these Terms of Use shall be deemed unlawful, invalid, void, or for any reason unenforceable pursuant to applicable law, including, but not limited to, the warranty disclaimers and liability limitations contained herein, then that provision shall be deemed severable from these Terms of Use, and will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and shall not affect the validity and enforceability of any remaining provisions. Unless otherwise specified herein (or in any other definitive written agreement between you and Pyramid Platform), these Terms of Use constitute the entire agreement between you and Pyramid Platform with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Pyramid Platform with respect to the Site. A printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

## **20. Submissions**

All comments, feedback, information, and materials submitted to Pyramid Platform through the Website ("Submissions") will be considered the non-confidential property of Pyramid Platform. By providing a Submission to Pyramid Platform, you grant Pyramid Platform, at no charge, a royalty free, perpetual, irrevocable, non-exclusive, worldwide right and license (with the right to sublicense) to use, reproduce, distribute, modify, create derivative works of, and publicly display, your Submission in any media; and make, sell, offer for sale, import, and otherwise transfer your Submission, subject to no confidentiality obligations regarding Submissions. You acknowledge that you are responsible for the Submissions that you provide, and that you, not Pyramid Platform, have full responsibility for the Submissions, including their legality, reliability, appropriateness, originality, and copyright.



## **21. Governing Law; Submission to Jurisdiction**

These Terms of Use shall be governed by and construed in accordance with the laws of the state of Utah. You acknowledge that by using the services provided under these Terms of Use, you have transacted business in the state of Utah. By transacting business in the state of Utah, you voluntarily submit and consent to, and waive any defense to the jurisdiction of courts located in Salt Lake County, state of Utah, as to all matters relating to or arising from these Terms of Use.

## 22. Termination

- Pyramid Platform may immediately terminate your Account, or suspend your access to your Account, with or without notice, for conduct that Pyramid Platform believes is: (i) illegal, fraudulent, harassing or abusive; (ii) a violation of these Terms of Use or any other policies or guidelines posted by Pyramid Platform; or (iii) harmful to other users, third parties, or the business interests of Pyramid Platform. Use of an Account for illegal, fraudulent or abusive purposes may be referred to law enforcement authorities without notice to you. You shall be liable for any activities on or uses of your account even if such activities or uses were not committed by you. Upon termination of your Account by Pyramid Platform for any of the above-mentioned reasons, you may not establish a new Account for a period of not less than one year from the date of termination. Upon termination of your Account, Pyramid Platform will have no obligation to notify any third parties nor will Pyramid Platform be responsible for any damages that may result or arise out of termination of your Account.
- Pyramid Platform may, in its sole discretion, at any time and for any or no reason, suspend or terminate your license and the rights afforded to you hereunder with or without prior notice. Furthermore, if you fail to comply with any terms and conditions of these Terms of Use, then these Terms of Use and any rights afforded to you hereunder shall terminate automatically, without any notice or other action by Pyramid Platform. Further, Pyramid Platform reserves the right to pursue any and all legal remedies that it may have against you following such termination.
- Upon termination of your license granted in these Terms of Use, you agree to immediately destroy any printouts or copies in whatever form or medium of any materials, Products or Services that you have obtained from the Website in your possession or under your control, and all licenses granted and all services provided to you under these Terms of Use shall terminate, and you agree to terminate your access to and use of the Website. Upon termination, Pyramid Platform will terminate your access to the Website, and your password shall be disabled.

### **23. Reservation of Rights/Non-Waiver**

Pyramid Platform reserves all rights not expressly granted herein. Pyramid Platform may modify these Terms of use at any time by posting the revised Terms of Use on the Site. Your continued use of the Site shall constitute your acceptance of such revised Terms of Use. You may not assign any rights granted to you hereunder. Nothing in these Terms of Use shall constitute an employer/Employee relationship, partnership, agency or joint venture between you and Pyramid Platform as a result of these Terms of Use or accessing or using the Site. Pyramid Platform's performance under these Terms of Use is subject to existing laws and legal process, and nothing contained in these Terms of Use is in derogation of Pyramid Platform's right to comply with governmental, court and law enforcement requests or requirements relating to your access or use of the Site or information provided to or gathered by Pyramid Platform with respect to such use.

## **24. Electronic Transaction**

The parties expressly agree to conduct this transaction electronically pursuant to the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §7001 and the Uniform electronic Transactions Act, Utah Code Ann. §§46-4-101 to 46-4-502.

## **25. Survival**

The provisions of Sections 5 (Limitations on Use), 6 (Privacy), 7 (Intellectual Property Ownership), 11 (No Warranties), 12 (Limitation of liability), 13 (Indemnification of Pyramid Platform), 17 (Dispute Resolution) and 21 (Governing Law: Submission to Jurisdiction) of these Terms of Use shall survive the termination of these Terms of Use.

## **26. Assignment**

Pyramid Platform may assign these Terms of Use, in whole or in part, at any time with or without notice to you. You may not assign these Terms of Use or assign, transfer or sublicense your rights, if any, in the Service.

**Please print or download a copy of these Terms of use for your records.**

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