Terms of Service ("Terms")

Last Updated: July 7, 2023

PLEASE READ. YOUR USE OF THIS WEBSITE AND OUR SERVICES

ARE SUBJECT TO THESE TERMS OF SERVICE

Please read these Terms of Service ("Terms") carefully, they contain important information about your legal rights, remedies, and obligations. In particular, Section (C)(26) of these Terms contains an arbitration clause and class action waiver that applies to all disputes between you and rebel iQ, Inc. ("rebel iQ").

OUR SITE, APPLICATION, AND SERVICES ARE INTENDED FOR USE ONLY IN THE UNITED STATES OF AMERICA (USA). ALL OTHER USE IS PROHIBITED.

Our Terms are a legally binding agreement ("**Agreement**") between Customer (sometimes referred to as "You" and/or "Customer") and rebel iQ (Referred to as "We", "Our", "Company" or "rebel iQ"), governing your access to and use of the rebel iQ website, including any subdomains, service platforms, service packages, and any other websites (collectively, our "**Site**") through which rebel iQ makes its products and services available; our mobile, tablet, and other smart device applications, and application program interfaces (collectively, "**Application**"); and all associated products and services (collectively, our "**Services**"). Together, the Site, Application, and Services may be referred to as the "**Platform**" in this Agreement. Our collection and use of personal information in connection with your access and use of our Platform is described in our Privacy Policy, please read it carefully. Finally, the access to or use of certain areas and features of our Platform may be subject to separate agreement terms, policies, standards, or guidelines and may require a subscription or special permission for access ("**Supplemental Agreement**").

By accessing, browsing, or using this Website, or using the Services, You acknowledge that you have read, understand, and agree to be bound by these Terms and to comply with all applicable laws and regulations. Each use of this Website or of the Services by you, indicates and confirms your agreement to be bound by these Terms of Use. If you do not agree to these Terms, please do not use this Website or the Services.

The terms and conditions set forth below shall apply to all products and services offered by rebel iQ, whether or not discussed herein, except as may be provided below. Special terms for product and service options and platforms are also set forth below, and their use is subject to these Terms..

A. ACCEPTANCE

You accept and agree to comply with this Agreement by any of the following: (1) clicking a box indicating acceptance, (2) accepting a Supplemental Agreement that expressly incorporates these Terms into that Agreement, (3) clicking a registration or new account submission button, or (4) otherwise accessing or using our Platform. If you

are accepting this Agreement as part of a Supplemental Agreement between your company, affiliate, or other entity and rebel iQ (an "**Enterprise Contract**"), you represent that you have the authority to bind your entity, its employees, and affiliates to this Agreement, in which case the term "You" or "Member" will also refer to the entity's employees and affiliates.

Changes to this Agreement. rebel iQ reserves the right to modify this Agreement at any time in accordance with this provision. If we make changes to this Agreement, we will post the revised Terms on the Site and update the "Last Updated" date at the top of these Terms. We will also provide you with notice of the modifications at least fourteen (14) days before the date they become effective. Your continued access to, or use of, our Platform will constitute acceptance of the Terms or any revised terms that may be posted. If at any time you disagree with the Terms, you may terminate this Agreement with immediate effect by ceasing to use the Platform and taking action to terminate your account.

B. COMMUNICATIONS

By creating an account on our service or otherwise accessing, contributing or activating content within the Services, you agree to subscribe to newsletters, marketing, promotional or sponsored materials and other information we may send which may take a variety of forms and methods inclusive of, but not limited to, electronic communications such as email and SMS/text messaging. Receipt of such sponsored material may create additional fees and charges with your mobile or data provider. You are responsible for all such costs. However, you may opt-out of receiving any, or all, of these communications from us by following the unsubscribe link or instructions provided in any email or text message we may send.

C. TERMS

1. Description of Services

rebel iQ provides an online platform, using its proprietary "lead generation software" for generating marketing leads and converting leads into sales. The rebel iQ platform is used by mortgage brokers, banks, loan officers, real estate agents, insurance agents, and other business professionals to generate qualified, exclusive leads for their businesses. As more fully described on the Site, rebel iQ offers the following Services:

- Landing pages and conversion funnels that can be plugged into any online, offline or referral marketing effort to increase the number of leads generated.
- Conversion optimization analysis and advice.
- Managed services for pay per click advertising campaigns, including plan creation, setup and implementation at an additional cost.
- Managed services related to the acquisition and delivery of data sets, including lists of prospective consumer opportunities (lead acquisition and delivery) and

the provision of a secured and encrypted communications conduit to allow for the delivery of these data sets from lead generators directly to you, our Customer.

- Any policies, rules and fees posted by rebel iQ on the Site with respect to its Services are hereby incorporated into these Terms.

The Services may be modified at any time the sole discretion of rebel iQ with or without prior notification, provided, however, that rebel iQ will provide written notice if any modification would result in the removal of any material functionality of the Services. Customer may use the Services for personal and business use or for internal business purposes in the organization that Customer represents. Any plugins, agents, administrative code or other software obtained by Customer in connection with the Services and controlled by rebel iQ (collectively, "Software") is deemed to be a part of the Services and is subject to all of the terms of this Agreement, including without limitations the disclaimers, limitations and restrictions herein relating to the Services. rebel iQ retains all right, title and interest in and to the Services and Software, including without limitation all software used to provide the Services (excluding open source software) and all logos, trademarks, patents and copyrights reproduced and used through the Services. This Agreement does not grant Customer any intellectual property rights in or to the Services, the Software or any of their respective components.

2. **Changes to these Terms**

We may revise and update these Terms from time to time at our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Services thereafter. Your continued use of the Services following the posting of revised Terms means that you accept and agree to the changes. As we will be continually improving the Services and adding more features, you are expected to check this page each time you access the Services so you are aware of any changes, as they are binding on you.

3. **License to Use Services**

During the Term (defined below), and subject to compliance with the terms of this lead Agreement, rebel iQ grants Customer a limited, nonexclusive, non-sub-licensable, non-transferable license to use the Services and Software (the "License").

4. **Subscribing to the Services**

To receive certain Services, you must become a rebel iQ subscriber. When you register with rebel iQ as a subscriber, you will be asked to provide registration details, including credit card or debit card information and (if you represent an organization) certain information regarding your organization. By providing any information about yourself or your organization, you represent and warrant that all the information you provide via the Services is accurate, current and complete. You agree that all information you provide to us, whether as part of your registration or through the Services or otherwise, including through the use of any interactive features of the Services, is governed by our Privacy

Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

As a subscriber, you authorize rebel iQ to charge all payments due for subscribed Services to the credit card or debit card you provided when you registered. rebel iQ uses the secure Authorize.net merchant payment portal and automated monthly payment billing system to manage payments. Monthly invoices are available immediately within the rebel iQ Platform upon each monthly payment. You can log in and review invoices or reach out to rebel iQ Support (support@rebeliq.com) for their invoice to be sent to them.

As a subscriber, you authorize rebel iQ to act as an Agent on your behalf, by which rebel iQ may arrange for the indirect sale of leads and other consumer data to you from licensed or authorized lead generators. You acknowledge that rebel iQ is not a lead generator, nor does it interact with, or market to, consumers. When applicable, you hereby authorize rebel iQ to acquire leads on your behalf pursuant to the terms of your Platform subscription package. Any such leads will be delivered directly to you through a private, secure and encrypted data pipeline from rebel iQ's designated vendor through the Platform.

We reserve the right to withdraw or amend the Services or any portion thereof in our sole discretion without notice. We will not be liable if for any reason the Services or any portion are unavailable at any time or for any period. You are responsible for (i) making all arrangements necessary for you to have access to the Services (e.g., providing your own equipment and internet connection and paying any internet access fees) and (ii) ensuring that all persons who access the Services through your internet connection are aware of these Terms and comply with them.

If you choose, or are provided with, a user name, password or any other piece of account information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Services or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time if, in our opinion, you have violated any provision of these Terms.

5. **Term And Termination**

    a. Term of Agreement

This Agreement commences on the date Customer and/or Customer's Users accepts it by using the Services and continues until all use of the Services granted in accordance with this Agreement has expired or the License has been terminated (the "Term").

b. Term of Purchased Services

The term of Services purchased by Customer begins on the date payment is made to rebel iQ by Customer (or the "Term Start Date" specified in a contract between rebel iQ and Customer) and will continue for the term specified upon payment. Unless otherwise stated in a contract, the term for all purchased services shall be six (6) months (regardless of payment frequency) and shall automatically renew for additional six-month terms, unless either party gives the other party notice of nonrenewal at least 30 days before the end of the then applicable subscription term. Customer is responsible for payment of all requested Services for the entire of term of each category of service. The pricing during any renewal term shall be the same as that during the prior term unless rebel iQ has given Customer written notice of a pricing increase at least 30 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter.

c. Termination of Agreement

We may terminate or suspend your account and bar access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms of Use.

Unless terminated, we reserve the right to auto-renew any subscriptions you may have at the then-prevailing prices in effect at the time of renewal.

If you wish to terminate your account, you may simply discontinue using the Services. In order to terminate the imposition of additional fees and costs, you must inform us of your desire to terminate your subscription before the commencement of your Subscription Renewal Date. You are responsible for the payment of any applicable monthly fees for any partial month. In the event you are subject to a time commitment for use of the Services, your payment obligations will run concurrently with any such agreement and will not terminate pursuant to the language of this section.

All provisions of the Terms of Use which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

You may terminate your subscription at any time with minimum 30 days notice, subject to 5(c), above. Any request to terminate subscription merely stops your contract from renewing, it does not end the Customer's responsibility for payment of the balance of the said contract for the Initial Subscription Term. No amounts that have been pre-paid for the Services will be refundable. rebel iQ may terminate your subscription for cause as provided in these Terms. Any termination of your subscription by either rebel iQ or

you may be communicated via either (i) email or (ii) a phone conversation followed up with a confirmatory email for documentation purposes. Upon termination of your account, your user profile will be removed from the Site, your User Content may be removed from the Site, and your User Content will not be available to you. However, you understand that rebel iQ is not required to remove your User Content, and removed content may persist in backup copies for a reasonable period of time. rebel iQ has no obligation to maintain or provide User Content of a rebel iQ subscriber after account termination and may delete all content provided unless legally prohibited from doing so.

6. **Special Tiered-Rate Pricing Options**

Certain users may be billed for services on a tiered pricing structure, pursuant to a written agreement or otherwise. In such case, in addition to any applicable monthly flat fees for use of the SAAS platform, users will also be charged on a per occurrence basis, based on certain automated notifications, milestones or events. If You use such a service, You agree to pay additional fees or charges associated with said service, which may accrue through a tiered or metered pricing structure. You will be responsible for payment of any such fees or charges as they accrue, whether or not You opt to view/engage or otherwise utilized the requested tiered pricing services. Unless agreed upon in writing, any such charges may accrue without any limit or cap.

7. **Intellectual Property Rights**

a. **Legal Protections**. The Site and its entire contents, features and functionality (including but not limited to all information, software, code, algorithms, database, text, displays, images, video and audio, and the design, selection and arrangement thereof) are owned by rebel iQ and its licensors and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms permit you to use the Services for your own personal and organizational purposes only. You are granted a limited, non-transferable, revocable license to use the Services, subject to these Terms and in compliance with all applicable laws, rules and regulations and any agreements or terms with third parties to which you are subject. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on the Site (other than your User Content as defined below), except as follows:

- Your computer may temporarily store copies of Site materials in RAM incidental to your accessing and viewing those materials.

- You may store files that are automatically cached by your web browser for display enhancement purposes.

- You may print or download one copy of a reasonable number of pages of the Site for your own personal or business use and not for further reproduction, publication or distribution.

- If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal or business use, provided you agree to be bound by any applicable end user license agreement for such applications.

Other than with respect to your User Content, you must not:

- Modify copies of any materials from the Site.
- Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Site.
- Access or use any part of the Site other than for purposes of receiving the Services.

If you wish to make any use of material on the Services other than as set out in this section, please address your request to support@rebeliQ.com

No right, title or interest in or to the Services or any content on the Services is transferred to you, and all rights not expressly granted are reserved by rebel iQ. Any use of the Services not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark and other laws.

b. Content. rebel iQ may, at its sole discretion, enable subscribers to (i) create, upload, post, link, share, and store content such as text, photos, contact information, graphics, videos, or other materials and information on or through our Services ("**Subscriber Content**") and (ii) access and view Subscriber Content and any content that rebel iQ itself makes available on or through our Services, including proprietary rebel iQ content and any content licensed or authorized for use by or through rebel iQ from a third party (**"rebel iQ Content"** and together with Subscriber Content, **"Collective Content"**).

a. **rebel iQ' Intellectual Property Rights**. The rebel iQ Content and all other intellectual property rights in, on, or to our the Services are the exclusive property of rebel iQ, rebel iQ' licensors, and/or rebel iQ' partners and is protected by copyright, trade dress, patent and trademark laws, international conventions, and other laws protecting intellectual property and related proprietary rights. You may not distribute, license, sell, transfer, publicly display, modify, reproduce, sell, transmit, publish, copy, create derivative works from, decompile, disassemble, reverse engineer, or otherwise use in any other way for commercial or public purposes any information, software, products, or services obtained from our the Services, including the rebel iQ Content, unless expressly authorized by rebel iQ in this Agreement. You agree not to remove,

obscure, or alter copyright, patent, trademark, or other proprietary rights notices incorporated in or accompanying our the Services or otherwise provided to you by rebel iQ.

b. **Subscriber Content License**. By posting, contributing, or otherwise making available any Subscriber Content on or through the rebel iQ Platform, you grant rebel iQ a non-exclusive, royalty-free, irrevocable, perpetual (or for the term of the protection), sub-licensable, and transferable license to such Subscriber Content to access, use, store, copy, modify, prepare derivative works of, distribute, publish, transmit, stream, broadcast, and otherwise exploit in any manner such Subscriber Content to provide and/or promote our the Services, in any media or platform. Without limiting the generality of the foregoing, you acknowledge and agree that this license includes (a) the right to display and otherwise make your Subscriber Content available on our the Services and accessible by other Members, (b) the right, but not the obligation, to monitor, modify, and otherwise edit your Subscriber Content, and (c) the right to include data and information regarding real estate listings and property offered for sale by you, your customers, and others. Insofar as Subscriber Content includes personal information, such Subscriber Content will only be used for these purposes if such use complies with applicable data protection laws in accordance with our Privacy Policy. Unless you provide specific consent, rebel iQ does not claim any ownership rights in any Subscriber Content and nothing in this Agreement will be deemed to restrict any rights that you may have to use or exploit your Subscriber Content.

c. **Subscriber Content Representations.** You are solely responsible for all Subscriber Content that you make available on or through the Services. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all Subscriber Content that you make available on or through the Services, or you have all rights, licenses, consents, and releases that are necessary to grant to rebel iQ the rights in and to such Subscriber Content, as contemplated under these Terms; and (ii) neither the Subscriber Content nor your posting, uploading, publication, submission, or transmittal of the Subscriber Content or rebel iQ' use of the Subscriber Content (or any portion thereof) as contemplated under this Agreement will infringe, misappropriate, or violate a third party's patent, copyright, trademark, trade secret, moral rights, other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation. The provision of any such Subscriber Content, including property listing information and related collateral, shall be considered an affirmative representation by you that you have express permission and rights to use any such Subscriber Content. rebel iQ may offer Members the option of rebel iQ staff uploading Subscriber Content to our the Services. In such cases, you remain responsible for ensuring that your Subscriber Content is accurate and remains so. rebel iQ reserves the right to terminate the account of anyone found to be infringing on a lawful copyright. rebel iQ hereby disclaims any responsibility and will assume no liability for Subscriber Content you make available on or through the Services, including but not limited to any Listing Data, professional or company marks, logos, images, or colors used by the customer. Although rebel iQ is not responsible for any Subscriber Content, rebel iQ may delete any Subscriber Content at any time without notice to you, if rebel iQ becomes aware that it violates any provision of this Agreement, or any law. You retain

copyright any other rights you already hold in your Subscriber Content which you submit, post, or display on or through the Services Platform.

d. **Feedback**. We welcome and encourage you to provide feedback, comments, and suggestions for improvements to the Services ("**Feedback**"). Any Feedback you submit to us will be considered non-confidential and non-proprietary to you. By submitting Feedback to us, you grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to you.

8. Trademarks

The rebel iQ name and logo are trademarks of rebel iQ. You must not use this name and logo without the prior written permission of rebel iQ. All other names, logos, product and service names, designs and slogans on the Site are the trademarks of their respective owners.

9. Compliance

Real Estate Agents and Brokers ("Real Estate Professionals") may use the Services to collaborate and connect with other subscribers, including lenders and mortgage loan originators (collectively "MLOs"). Real Estate Professionals and MLOs are free to initiate or accept an invitation to engage in a collaborative relationship with one another, at their own discretion. rebel iQ does not endorse any particular relationship or formation of any association between its users and subscribers. No Real Estate Professional or MLO is required to endorse, refer, or recommend any particular settlement services provider in order to utilize the Services. rebel iQ does not direct or require any Real Estate Professional or MLO to engage in any formal or informal relationship with any other person or entity. Users and subscribers, at their own discretion, may establish limited relationships with one another, for lawful purposes. However, the involvement of any such relationship with respect to rebel iQ or the Services, must be limited to the promotion of each party's own products and services. Real Estate Professionals and MLOs should exercise due diligence and care when deciding whether collaborating with one another. As a user or subscriber, you represent and warrant that you will not use the Services in a manner that conditions any other subscriber, or third party, to give or receive any "thing" of value in exchange for the referral of real estate settlement services, nor will you be a party to a real or implied agreement to do so. You further represent and warrant that any consideration you provide to access and use the Services, including your subscription to and use of the Services, is made by you, and no other person or entity, directly to rebel iQ. Real Estate Professionals and MLOs remain solely responsible and liable for their conduct on or through the Services, and for their conduct offline.

To the extent that any Real Estate Professional or MLO has been established a collaborative relationship through the use of the Services, either is free to dissolve such relationship at any time. Real Estate Professionals are free to collaborate with another MLO at any time. The ability to freely enter into and exit from any collaborative relationship is an essential component of our Services. As a Real Estate Professional or MLO, you acknowledge and agree that your access and use of the Services is in no way contingent on any one Real Estate Professional or MLO (1) forming a relationship with you, (2) remaining in a relationship with you, or (3) providing a service, payment or benefit to you.

New & Edited Real Estate Listing Marketing Collateral. Agents have the ability to either (a) automate the creation of certain real estate listing Marketing Collateral by identifying the MLS Listing Number, or (b) create and/or edit Marketing Collateral by manually inputting property listing information. In addition, rebel iQ may automatically create new Marketing Collateral when we identify that you have listed a new property. In all cases, as an Agent, you represent and warrant that you (i) are the listing agent affiliated with that property or have been granted permission by the listing agent to share and market this property and (ii) have the consent of all applicable parties to access and use the listing details, including listing details and photos, in order to share and market the property, including the applicable MLS and home seller.

No Referrals Permitted. You represent and warrant that you shall not use the Services in order to engage in any activity that would constitute an unlawful “referral of business” as defined by the Real Estate Settlement Procedures Act of 1974 (“RESPA”) and Regulation X, and that your use of the Services shall not cause you to either give or receive anything of value in exchange for the referral of business opportunities. Further, you acknowledge and agree that any fee you pay to rebel iQ (for example, for a paid subscription for the Services), is limited to the fair market value of the Services provided to you and does not represent any payment of a fee, kickback, or other thing of value for the referral of settlement services.

When accessing or using the Services, you agree to comply with all applicable laws and regulations governing residential real estate sales and financing, including, but not limited to, the Truth in Lending Act, RESPA, the Gramm Leach Bliley Act, the Fair Credit Reporting Act, and applicable laws regarding fair lending and equal housing opportunity. You are solely responsible for compliance with any and all laws, rules, regulations, and obligations that may apply to your use of the Services. Further, if required by applicable law to be licensed as a “mortgage originator,” or real estate agent or broker, then you represent and warrant that you have such valid licensure and that you will maintain your license(s) and otherwise be in good standing during the Term of this Agreement. In addition, you agree that rebel iQ may, at its sole discretion and to the extent permitted by law, access, preserve, and disclose your content, profile, usage history, and the use of the Collective Content in order to (a) comply with any applicable law, regulation, legal process, or government request; (b) respond to claims that any such usage violates applicable legal guidelines or the rights of third parties; and (c) enforce this Agreement.

10. Permitted and Prohibited Uses

You may use the Services only for lawful purposes and in accordance with these Terms. You agree not to use the Services in any way that violates any applicable federal, state, local or international law or regulation. You also agree not to:

a. Use the Site in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party's use of the Site.

b. Use any robot, spider or other automatic device, process or means to access the Site for any purpose, including monitoring or copying any of the material on the Site.

c. Use any device, software or routine that interferes with the proper working of the Site.

d. Introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.

e. Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer or database connected to the Site.

f. Attack the Site via a denial-of-service attack or a distributed denial-of-service attack.

g. Attempt to bypass methods rebel iQ may use to prevent or restrict access to the Site or Services.

h. Otherwise attempt to interfere with the proper working of the Site.

i. Use the Site or Services for any purpose competitive to rebel iQ or its affiliates, or for the purpose of disparaging the Services.

j. Scrape or copy profiles and information of other Site users through any means (including crawlers, browser plugins and add-ons, and any other technology or manual work) for any purpose whatsoever.

k. Market, sell, transfer, or otherwise make available to any other person or entity any data collected from, or derived from data collected from, the Site, for any commercial, political, market surveying or other purpose, whether in aggregated or bulk form or otherwise.

l. Use the Services for any purpose other than solely to generate marketing leads for your bona fide business.

m. Access or use the Services if you reside outside of the USA;

n. Breach or circumvent any applicable laws or regulations, agreements with third-parties, third-party rights, or this Agreement or Privacy Policy;

o. Use the Services or Collective Content for any commercial or other purposes that are not expressly permitted by these Terms or in a manner that falsely implies rebel iQ' endorsement, partnership, or otherwise misleads others as to your affiliation with rebel iQ;

p. Use the Services to create, develop, enhance, or structure any database, or create models, analytics, derivative products, or other derivative works;

q. Reproduce, distribute, display, or provide access to any portion of the Services on third-party websites or otherwise, including but not limited to taking video or screen shots of the Services;

r. Copy, store, or otherwise access or use any information, including personally identifiable information about any other user or subscriber in any way that is inconsistent with rebel iQ' Privacy Policy or these Terms or that otherwise violates the privacy rights of others;

s. Use the Services in connection with the distribution of unsolicited commercial messages ("spam");

t. "Cross-qualify" customers by asking multiple Lenders to prequalify prospective buyers;

u. Interfere with exclusive relationships between consumers and other real estate agents;

v. Falsely represent yourself as a Buyer's or Seller's Agent where that relationship has not been established;

w. Disclose or utilize confidential information for your own gain;

x. Contact another user or subscriber for any purpose related to recruiting or otherwise soliciting any person or entity to join third-party services, applications, or websites;

y. Use the Services to request, make, or accept a Lead Generation or Co-Marketing Agreement;

z. Request, accept, or make any payment in exchange for establishing an unlawful or proscribed referral relationship. If you do so, you acknowledge and agree

that you: (i) would be in breach of these Terms; (ii) accept all risks and responsibility for such payment, and (iii) hold rebel iQ harmless from any liability for such payment;

aa. Post, upload, publish, submit, or transmit any Collective Content that: (i) is fraudulent, false, misleading (directly or by omission or failure to update information), or deceptive; (ii) is defamatory, libelous, obscene, pornographic, vulgar, or offensive; (iii) promotes discrimination, bigotry, racism, hatred, harassment, or harm against any individual or group; (iv) is violent, threatening, or promotes violence or actions that are threatening to any other person or animal; (v) promotes illegal or harmful activities or substances; or (vi) violates any other rebel iQ policy;

bb. Discriminate against or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation, or otherwise engage in any violent, harmful, abusive, or disruptive behavior;

cc. Use, display, mirror, or frame the Collective Content, or any individual element within the Services, rebel iQ' name, any rebel iQ trademark, logo, or other proprietary information, or the layout and design of any page or form contained within the Services, without rebel iQ' express written consent;

dd. Dilute, tarnish, or otherwise harm the rebel iQ brand in any way, including through unauthorized use of Collective Content, registering and/or using rebel iQ or derivative terms in domain names, trade names, trademarks, or other source identifiers, or registering and/or using domains names, trade names, trademarks, or other source identifiers that closely imitate or are confusingly similar to rebel iQ domains, trademarks, taglines, promotional campaigns, or Collective Content;

ee. "Scrape" (including screen and database scraping), "data mine", or any other activity intended to collect, store, re-organize, summarize, or manipulate any Collective Content or use any robot, spider, crawler, scraper, or other automated means or processes to access, collect data or other content from, for any purpose;

ff. Avoid, bypass, remove, deactivate, impair, descramble, or otherwise attempt to circumvent any technological measure implemented by rebel iQ or any of rebel iQ' providers or any other third party;

gg. Attempt to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Services;

hh. You acknowledge that rebel iQ has no obligation to monitor the access to or use of the Services by any user or subscriber or to review, disable access to, or edit any Collective Content, but has the right to do so to (i) operate, secure and improve the Services (including without limitation for fraud prevention, risk assessment, investigation, and customer support purposes); (ii) ensure compliance with these Terms; (iii) comply with applicable law or the order or requirement of a court, law enforcement, or other administrative agency or governmental body; (iv) respond to Collective Content that it determines is harmful or objectionable; or (v) as otherwise set forth in these

Terms. rebel iQ may, without prior notice, remove or disable access to any Collective Content that we find to be in violation of applicable law, these Terms or otherwise may be harmful or objectionable to rebel iQ, its subscribers, or third parties. Likewise, rebel iQ reserves the right to refuse service, terminate or suspend subscribers at our sole discretion, without prior notice for violation of these Terms. Subscriber agrees to cooperate with and assist rebel iQ in good faith, and to provide rebel iQ with such information and take such actions as may be reasonably requested by rebel iQ with respect to any investigation undertaken by rebel iQ or a representative of rebel iQ regarding the use or abuse of the Services.

11. **Limitations.**

Customer acknowledges and agrees that rebel iQ shall not be held liable for any direct or consequential damages related to any non-delivery of the Services.

12. Reliance on Site Contents and Services

The information presented on or through the Site is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. rebel iQ shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted or made available via the Site. rebel iQ disclaims any and all liability for any loss, damage or injury based on information directly or indirectly obtained through the Services.

We are not responsible for your compliance with industry rules and regulations in the use of our Services, including but not limited to, RESPA, TILA, Controlling the Assault of Non-Solicited Pornography and Marketing Act, Telemarketing and Consumer Fraud and Abuse Prevention Act, Telephone Consumer Protection Act, California Consumer Privacy Act or any other federal or state data privacy or consumer protection law. We will make commercially reasonable efforts to assist you with compliance with any such rules and regulations applicable to the use of our Service but such assistance should not be relied on as the sole source of compliance. You should seek independent advice from professionals personnel to insure compliance.

13. User Content

Initial content for the landing pages of subscribers to the Services will be provided by rebel iQ. As a subscriber, you may post, submit, publish, display, or transmit (hereinafter, “post”) various content or materials on your rebel iQ landing page, including text, photographs, images, logos, videos and other content, at your discretion. In addition, the Site may offer message boards, chat rooms, forums, bulletin boards, and

other interactive features. Any rebel iQ subscriber-posted content or materials are referred to in these Terms as “User Content.”

All User Content must comply with the content standards set out in these Terms.

Any User Content you post to the Site will be considered non-confidential. Your User Content belongs to you; however, by posting your User Content on the Site, you grant us the right to use, reproduce, modify, perform, display, distribute and otherwise disclose your User Content for the purpose of providing and promoting the Services and other rebel iQ services, including but not limited to (i) marketing and advertising materials relating to the Services, (ii) improving the Services and developing other services, (iii) rebel iQ blog postings, social media accounts and trade events, and (iv) communications with potential investors and business partners, provided that no personal information is disclosed.

You represent and warrant that you own or control all rights in and to the User Content and have the right to grant rebel iQ and its affiliates the rights granted herein. You represent and warrant that all of your User Content does and will comply with these Terms, and you agree to defend, indemnify and hold harmless rebel iQ and its affiliates and licensors for any breach of any representation and warranty contained in these Terms.

You understand and acknowledge that you are responsible for any User Content you submit or contribute, and you, not rebel iQ, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

Any content and/or opinions uploaded, expressed, or submitted to the Site, and all articles and responses to questions and other content, other than the content provided by rebel iQ, are solely the opinions and the responsibility of the person or entity submitting them and do not necessarily reflect the opinion of rebel iQ. We are not responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of the Site.

14. Monitoring and Enforcement

We have the right to:

a. Take any action with respect to any User Content that we deem necessary or appropriate in our sole discretion if we believe that such User Content violates these Terms, including our content standards, infringes any intellectual property right, threatens the personal safety of users of the Site and the public, or could create liability for rebel iQ.

b. Disclose your identity to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.

c. Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services.

d. Terminate your subscription and/or your access to all or any part of the Services for any violation of these Terms, with immediate effect.

e. Terminate your subscription to the Services, or decline to allow you to become a rebel iQ subscriber, for any reason or no reason, in our sole discretion. If we terminate your subscription to the Services other than for a violation of these Terms, we will provide you with three (3) days' advance notice of termination.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone posting any materials on or through the Services. YOU WAIVE AND HOLD HARMLESS rebel iQ FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY rebel iQ DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER rebel iQ OR LAW ENFORCEMENT AUTHORITIES.

However, you understand and agree that we can neither review all material before it is posted on the Site nor ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third parties. We have no liability or responsibility to anyone for performance or non-performance of the activities described in this section.

15. Content Standards

These content standards apply to any and all User Content and interactive services. User Content must in its entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Content must not:

a. Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.

b. Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.

c. Infringe any patent, trademark, trade secret, copyright, or other intellectual property rights of any other person.

d. Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and our Privacy Policy.

e. Be likely to deceive any person.

f. Promote any illegal activity, or advocate, promote, or assist any unlawful act.

g. Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.

h. Be used to impersonate any person, or to misrepresent your identity or affiliation with any person or organization.

i. Involve commercial activities and/or sales other than as permitted by these Terms and your rebel iQ subscribership, such as contests, sweepstakes, and other sales promotions, barter, advertising or pyramid schemes.

j. Give the impression that they emanate from us, if this is not the case.

16. Copyright Infringement

If you believe that your work has been copied on the Site in a way that constitutes copyright infringement, please provide our designated Copyright Agent with the written information specified below. Please note that this procedure is exclusively for notifying us that your copyrighted material has been infringed.

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the Site;
- Your address, telephone number, and e-mail address;
- A 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;

- 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; and

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest.

Our Copyright Agent for notice of claims of copyright infringement regarding the Site can be reached by email at support@rebeliQ.com

17. **Linking to the Site and Social Media Features**

You may link to the homepage of the Site, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

The Site may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on the Site.

- Send e-mails or other communications with certain content, or links to certain content, on the Site.

- Cause limited portions of content on the Site to be displayed or appear to be displayed on your own or certain third-party websites (such as Facebook, Instagram, Twitter or LinkedIn).

You may use these features solely as they are provided by us and solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features.

Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.

- Cause the Site or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.

- Except through linking mechanisms we provide, link to any part of the Site other than the homepage.

- Otherwise take any action with respect to the materials on this Site that is inconsistent with any other provision of these Terms.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the content standards set out in these Terms.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

18. Links from the Site

If the Site contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This may include links provided by other users or contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to this Site, you do so entirely at your own risk and subject to the terms and conditions of use and the privacy policy for such websites.

19. Geographic Restrictions

We provide the Services for use only by persons located in the United States. We make no claims that the Services or any of its content is accessible or appropriate outside of the United States. Access to the Services may not be legal by certain persons or in certain countries. If you access the Services from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

20. Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that content available for downloading from the Internet or the Site will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures to satisfy your particular requirements for anti-virus protection and for maintaining a means external to our Site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SITE OR ITEMS OBTAINED THROUGH THE SITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY SITE LINKED TO IT.

YOUR USE OF THE SERVICES, ITS CONTENT, AND ANY FEATURES OR ITEMS OBTAINED THROUGH THE SERVICES IS AT YOUR OWN RISK. THE SERVICES, THEIR CONTENT, AND ANY FEATURES OR ITEMS OBTAINED THROUGH THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY. NEITHER rebel iQ NOR ANYONE ASSOCIATED WITH rebel iQ MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER rebel iQ NOR ANYONE ASSOCIATED WITH rebel iQ REPRESENTS OR WARRANTS THAT THE SERVICES, THEIR CONTENT, OR ANY FEATURES OR ITEMS OBTAINED THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICES OR ANY FEATURES OR ITEMS OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

rebel iQ AND ALL PARTIES ASSOCIATED WITH rebel iQ HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

21. Limitation of Liability

IN NO EVENT WILL rebel iQ, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SERVICES, ANY WEBSITES LINKED TO THE SITE, OR ANY CONTENT ON THE SITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

22. Indemnification

You agree to defend, indemnify, and hold harmless rebel iQ, its affiliates and licensors and their respective officers, directors, employees, contractors, agents, licensors, and suppliers from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) resulting from your violation of these Terms or your use of the Services, including, without limitation, any use of the content, services, and products of the Services other than as expressly authorized in these Terms or your use of any information obtained from the Site.

23. Governing Law and Jurisdiction

These Terms and any dispute or claim arising out of, or related to, them, their subject matter or their formation (in each case, including non-contractual disputes or claims) shall be governed by and construed in accordance with California law except for its conflicts of laws principles. All claims arising out of or relating to these terms or the Services must be litigated exclusively in the federal or state courts of California, and both parties consent to venue and personal jurisdiction there.

24. Waiver and Severability

No waiver of these Terms by rebel iQ shall be deemed a further or continuing waiver of such term or condition or any other term or condition, and any failure of rebel iQ to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms is held by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

25. Mobile Application Terms

rebel iQ may make certain mobile applications available to you. The use of mobile applications either alone or in connection with the Services is governed by these Terms. In addition, you must comply with all applicable third party terms of agreement when using the mobile applications (for example, any agreement with a wireless service or wireless data provider). You agree that these Terms and the Privacy Policy are between you and rebel iQ, and that even if you receive access to rebel iQ through Apple, Inc.'s

App Store or any other source (collectively, the "Distributor") for use on a mobile device, the Distributor has no liability or responsibility whatsoever to you related to rebel iQ, whether by contract, warranty or otherwise, and you will look only to rebel iQ for any support relating to the Services. You may use the rebel iQ mobile application on a product that you own or control and as permitted by the usage rules set forth by the Distributor. The Distributor is not responsible for addressing any claims of any sort related to rebel iQ, and you must address any claims directly with rebel iQ. The Distributor and its subsidiaries have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary hereof.

26. **Dispute Resolution and Arbitration Agreement**

a. **Pre-Arbitration Dispute Resolution and Notification**. Prior to initiating an arbitration, you and rebel iQ each agree to notify the other party of the dispute and attempt to negotiate an informal resolution first. We will contact you at the email address you have provided to us; you can contact rebel iQ' customer service team by emailing us. If after a good faith effort to negotiate, one of us feels the dispute has not and cannot be resolved informally, the party intending to pursue arbitration agrees to notify the other party via email prior to initiating the arbitration. In order to initiate arbitration, a claim must be filed with the AAA and the written Demand for Arbitration (available at www.adr.org) provided to the other party, as specified in the AAA Rules.

b. **Agreement to Arbitrate**. You and rebel iQ mutually agree that any dispute, claim, or controversy arising out of or relating to these Terms or the applicability, breach, termination, validity, enforcement, or interpretation thereof, or to the use of the Services (collectively, "Disputes") will be settled by binding individual arbitration (the "Arbitration Agreement"). If there is a dispute about whether this Arbitration Agreement can be enforced or applies to our Dispute, you and rebel iQ agree that the arbitrator will decide that issue.

c. **Exceptions to Arbitration Agreement**. You and rebel iQ each agree that the following claims are exceptions to the Arbitration Agreement and will be brought in a judicial proceeding in a court of competent jurisdiction: (i) Any claim related to actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights; (ii) Any claim seeking emergency injunctive relief based on exigent circumstances (e.g., imminent danger or commission of a crime, hacking, cyber-attack).

d. **Arbitration Rules and Governing Law**. This Arbitration Agreement evidences a transaction in interstate commerce and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. The arbitration will be administered by the AAA in accordance with the Commercial Arbitration Rules and/or other AAA arbitration rules determined to be applicable by the AAA (the "AAA Rules")

then in effect, except as modified here. The AAA Rules are available at www.adr.org or by calling the AAA at 1–800–778–7879.

e. **Modification to AAA Rules - Arbitration Hearing/Location**. In order to make the arbitration most convenient for you, rebel iQ agrees that any required arbitration hearing may be conducted, at your option, (a) in the county where you reside; (b) in Orange County; (c) in any other location to which you and rebel iQ both agree; (d) via phone or video conference; or (e) for any claim or counterclaim under $25,000, by solely the submission of documents to the arbitrator.

f. **Modification of AAA Rules - Attorney's Fees and Costs**. You and rebel iQ agree that rebel iQ will be responsible for payment of the balance of any initial filing fee under the AAA Rules in excess of $200 for claims of $75,000 or less. You may be entitled to seek an award of attorney fees and expenses if you prevail in arbitration, to the extent provided under applicable law and the AAA rules. Unless the arbitrator determines that your claim was frivolous or filed for the purpose of harassment, rebel iQ agrees it will not seek, and hereby waives all rights it may have under applicable law or the AAA Rules, to recover attorneys' fees and expenses if it prevails in arbitration.

g. **Arbitrator's Decision**. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court with proper jurisdiction. The arbitrator may award declaratory or injunctive relief only on an individual basis, and only to the extent necessary to provide relief warranted by the claimant's individual claim.

h. **Jury Trial Waiver.** You and rebel iQ acknowledge and agree that we are each waiving the right to a trial by jury as to all arbitrable Disputes

i. **No Class Actions or Representative Proceedings.** You and rebel iQ acknowledge and agree that, to the fullest extent permitted by law, we are each waiving the right to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney general action, or any other representative proceeding as to all Disputes. Further, unless you and rebel iQ both otherwise agree in writing, the arbitrator may not consolidate more than one party's claims and may not otherwise preside over any form of any class or representative proceeding. If the "class action lawsuit" waiver or the "class-wide arbitration" waiver in this Section is held unenforceable with respect to any Dispute, then the entirety of the Arbitration Agreement will be deemed void with respect to such Dispute and the Dispute must proceed in court. If the "private attorney general action" waiver or the "representative proceeding" waiver in this Section is held unenforceable with respect to any Dispute, those waivers may be severed from this Arbitration Agreement and you and rebel iQ agree that any private attorney general claims and representative claims in the Dispute will be severed and stayed, pending the resolution of any arbitrable claims in the Dispute in individual arbitration.

j. **Severability.** Except as provided herein, in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable, such provision shall be

severed and the remainder of the Arbitration Agreement shall be given full force and effect.

k. **Changes.** Notwithstanding the provisions of the Preamble to this Agreement ("Changes to this Agreement"), if rebel iQ changes this Section ("Dispute Resolution and Arbitration Agreement") after the date you last accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by email) within thirty (30) days of the date such change became effective, as indicated in the "Last Updated" date above or in the date of rebel iQ' email to you notifying you of such change. Rejecting a new change, however, does not revoke or alter your prior consent to any earlier agreements to arbitrate any Dispute between you and rebel iQ (or your prior consent to any subsequent changes thereto), which will remain in effect and enforceable as to any Dispute between you and rebel iQ.

l. **Survival**. Except as provided herein, this Section will survive any termination of these Terms and will continue to apply even if you stop using the Services or terminate your account.

27. "**Confidential Information**" shall mean any know-how, trade secrets, information, data, materials or other confidential and/or proprietary information disclosed by one Party to the other under this Agreement that is either: (i) conspicuously marked or otherwise identified as 'Confidential' or 'Proprietary' at the time of disclosure; or (ii) should reasonably be understood by the receiving Party to be confidential based upon the nature of the information disclosed or the circumstances of the disclosure.

a. Confidential Information includes any:

i. business records and plans, user or Customer feedback, and online accounts; (ii) form of scientific, technical or data information, CaaS Platform, identification, passwords, technical and business information relating to disclosing each Party's proprietary ideas, software, business or otherwise;

ii. concepts, reports, data, knowledge, works in progress, information, trade secrets, trademarks, patentable ideas, copyrights, existing and/or contemplated products and services, development tools, specifications, software, maps, drawings, source code, object codes, flow charts, databases, inventions, CaaS Platform content, designs, logos, brochures, images schematics, research and development;

iii. form of financial information, production, costs, profit and margin information, projections, list or information about users, vendors, business partners, business associates, customers, marketing information, sales leads, strategic alliances, partners, and current or future business plans and models; and

iv. personal identifiable information including but not limited to the name, contact details, address, date of birth, personal preferences, etc. related to any

consumers, customers, employees, contractors, users or any other person whosoever.

b. **Obligations**. The Parties acknowledge and agree that each Party will have access to certain trade-secrets and other non-public Confidential Information of the other during and in connection with the performance of its/his/her obligations hereunder, and hereby agrees not to disclose any Confidential Information to any third party and not to use any such Confidential Information for any purpose other than as strictly required for the purpose of performing its/his/her obligations under this Agreement. All such Confidential Information is and shall remain the exclusive property of the disclosing Party and no license shall be granted or implied with respect to such Confidential Information by reason of the other Party's access to such Confidential Information. Each Party agrees to protect the Confidential Information of the other with the same standard of care and procedures used by such Party to protect its own Confidential Information of similar importance while at all times using the same standard of care.

c. **Precautions**. Each Party shall take such sufficient precautions to enable such Party to comply with all the terms hereof and to ensure similar compliance thereof by each of their respective employees/personnel. Furthermore, each Party shall bind the Party's respective employees/personnel to ensure and maintain complete and effective secrecy and confidentiality regarding any and all information whatsoever pertaining to the other Party and which comes to such Party's knowledge in the course of performing its/his/her obligations under this Agreement.

d. **Use and Compelled Disclosure of Confidential Information**. A Party may use Confidential Information of the other Party: (i) to the extent reasonably necessary to exercise its/his/her rights and perform its obligations under this Agreement. Either Party may disclose the existence of this Agreement and any applicable terms and conditions for the purposes of financial examination, audits, or internal processes. In the event that a Party receives a court order or other validly issued administrative or judicial notice requesting the disclosure of the other Party's Confidential Information, it/she/he will, to the extent legally permissible, promptly notify the other Party and, if requested, tender to the other Party the defense of the court order or notice. If requested by the disclosing Party, the receiving Party will cooperate (at the expense of the requesting/disclosing Party) in opposing the court order or notice.

e. **Exclusions**. Confidential Information shall not include information that was: (i) previously known to the receiving Party without an obligation not to disclose such information; (ii) independently developed by the receiving Party without use of the other Party's Confidential Information; (iii) acquired by the receiving Party from a third-party which was not, to the receiving Party's knowledge, under an obligation not to disclose such information; or (iv) is or becomes publicly available through no fault of the disclosing Party.

f. **Injunctive Relief**. Each Party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure by such Party of any Confidential Information of the other Party and that such other Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

g. **Return or Destruction of Confidential Information.** On the expiration or termination of this Agreement, or on the disclosing Party's request, the receiving Party will promptly (i) return to the disclosing Party all Confidential Information provided by the disclosing Party, (ii) destroy all copies the receiving Party made of any Confidential Information, and/or (iii) if requested by the disclosing Party, deliver to the disclosing Party a certificate executed by the receiving Party confirming compliance with the return or destruction obligation under this Section.

h. The Parties' obligations arising under this Section 27 (Confidentiality) shall (i) survive the termination or expiration of this Agreement and (ii) remain indefinitely in force after the termination or expiration of this Agreement.

i. **Data Protection**. Any and all identifying information regarding Customer's business prospects (including but not limited to personal names, phone numbers, addresses and email addresses or other identifying information) provided by Customer to rebel iQ ("**Customer's Data**") in relation to any of the Services will be deemed to be the Confidential Information (defined below) of Customer and subject to Section 27 (Confidentiality) of this Agreement. Customer agrees to grant rebel iQ the limited and restricted right to use Customer's Data solely in connection with the provision of the Services. As such, Customer hereby agrees to indemnify and hold rebel iQ harmless of and from any and all claims, suits, judgements or proceedings arising from any claim (i) that Customer's Data has been collected, distributed, or otherwise used by rebel iQ in a manner that violates the customer's privacy rights and/or data protection legislation or (ii) related to the Processing (defined below) of Customer's Data by or on behalf of rebel iQ in accordance with this Agreement. For purposes of this Agreement "**Processing**" means to take any action or perform any operation or set of operations that the Services are capable of taking or performing on any data, information, or other content.

- All Customer's Data will be hosted and maintained by rebel iQ or its approved vendors in full compliance with applicable legal requirements. All data will be encrypted and rebel iQ will not transfer Customer's Data to any other location, or disclose/share/sell Customer's Data to any third party without the prior written consent of Customer.

- Customer agrees that rebel iQ shall serve as a third party intermediary and shall not be considered a party to any activity, content, transaction and related dispute between You and your customers.

28. **Payment.** rebel iQ will provide Customer access via the Platform for payment for its Services. Customer agrees to pay fees in the manner directed by rebel iQ. Modification or adaptation to payment methods does not otherwise change or alter any other terms related to payment for the Services. Customer agrees to notify rebel iQ of any billing queries and/or errors within thirty (30) calendar days after receipt by Customer of any invoice (submitted/sent by rebel iQ to Customer hereunder). Should Customer not notify rebel iQ of any billing queries and/or errors within such time period, this absence of notification on Customer's part shall be deemed to constitute Customer's waiver of Customer's right to dispute such queries and errors following the expiration of such thirty (30) calendar day period. Customer acknowledges, understands and agrees that rebel iQ reserves the right to correct any errors in the Subscription Plan Fees or other related fees, previously quoted by rebel iQ to Customer and for which rebel iQ received payment from Customer, (i) by correcting such error in the Subscription Plan Fees or other related fees, or (ii) by issuing a credit note or corrected invoice to Customer. Unless stated otherwise, all fees to be paid in consideration of Customer's access to and use of the Services shall be exclusive of any taxes, levies, duties, or similar governmental assessments of any nature, whether disputed or not, including any value-added, sales, use or withholding taxes, assessable by any jurisdiction ("Taxes"). Customer shall be responsible for the payment of any and all Taxes (except for those based on rebel iQ' income) associated with Customer's subscription to the Services. Customer hereby agrees to indemnify and hold harmless rebel iQ from the payment of any Taxes and costs associated with the collection or withholding thereof, including penalties and interest. If rebel iQ is under a legal obligation to pay or collect Taxes for which Customer is responsible, the applicable amount shall be invoiced (by rebel iQ) to and paid by Customer unless Customer provides rebel iQ with a valid tax exemption certificate from the applicable taxing authority.

a. Payment Due: All invoice payments are due within 15 days of the close of receipt of an invoice or posting of balance due within the Platform.

b. Interest on past due amounts shall accrue at the rate of 1 ½ % per month (18% per year) or at the highest rate allowed by Law including all pre- and post-judgment amounts.

c. In the event that Customer is delinquent in the payment of any amounts due, rebel iQ may suspend access to the Services. The suspension may continue until such overdue amounts are paid in full. A suspension under this Section will not constitute a termination of the Agreement nor will it relieve Customer of any of its obligations or liabilities under this Agreement.

d. rebel iQ may provide statements summarizing invoices which are provided for convenience only.

29. **INDEMNIFICATION**

rebel iQ shall defend, indemnify and hold Customer harmless (including by paying external attorneys' fees and costs/expenses of defense) and pay any settlement to which rebel iQ consents in relation to any third party claim to the extent that such third party claim is arising from the Customer's use of the Services which are alleged to infringe upon any intellectual property right of such third-party.

Customer shall defend, indemnify and hold rebel iQ and its officers, directors, employees, and agents harmless from and against any and all third party claims, actions, liability, expenses (including reasonable attorneys' fees), costs, or losses arising from:

a. Customer's Data, content and information, including any Processing by or on behalf of rebel iQ in accordance with this Agreement;

b. Customer's modification of the Services;

c. Customer's combination, operation or use of the Services with third-party technology;

d. any misuse of the Services by Customer, as well as Customer's employees, agents or contactors;

e. the acts (or any failure to act) of Customer or its employees, agents or contractors;

f. any breach by Customer of its/his/her obligations under this Agreement;

g. any violation of the representations and warranties provided by Customer under this Agreement;

h. any breach of security OR any interruption/termination of the Services; or

i. any third-party claim against rebel iQ for any breach by Customer of applicable data privacy laws and regulations.

30. **TERM, SUSPENSION, TERMINATION AND EXPIRATION**

This Agreement shall commence on the Effective Date and remain in force for a period of six (6) months **("Initial Subscription Term**"). The Initial Subscription Term (for each service offering to which you subscribe) shall renew for successive periods of six (6 months (each a "**Renewal Period**") unless:

a. either Party notifies the other Party of its intention to terminate this Agreement, in writing, at least thirty (30) calendar days before the end of the Initial Subscription Term or applicable Renewal Period ("Term End Date" in the contact between You and rebel iQ), in which case this Agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period.; or

b. terminated in accordance with the provisions of this Agreement.

If Customer chooses to break your contact before the end of the Initial Subscription Term or applicable Renewal Period (“Term End Date” in the contact between You and rebel iQ), that break is requested more than 30 days before the Term End Date, and the reason for the break has none of the causes in the Terms below, You are responsible for full payment of said contract value at the prorated amount for the remainder of the contact if contact is to be broken prior to the Term End Date. rebel IQ will not be responsible for providing any subscription services once contract is broken for the remainder of the Subscription Term. Any subscription services Customer is currently paying for will be cancelled immediately upon payment of prorated amount of contract.

Termination for Cause. Without prejudice to any other rights or remedies to which the Parties may be entitled, either Party may terminate this Agreement without liability to the other if:

- the other Party commits a material breach of any of the terms of this Agreement and (if such breach is remediable) fails to remedy such breach within thirty (30) calendar days of the date upon which the non-breaching Party has been notified in writing of such breach;

- an order is made, or a resolution is passed by any competent authority for the winding up of the other Party, or if circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other Party;

- an order is made by any competent authority for the appointment of an administrator to manage the affairs, business and property of the other Party, or legal documents are filed by a third party with a court of competent jurisdiction for the appointment of an administrator of the other Party;

- a receiver is appointed by an authority of competent jurisdiction, or if any other third party takes possession of or sells the other Party's assets;

- the other Party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way;

- the other Party ceases, or threatens to cease, to trade; or

- the other Party takes any similar action in any jurisdiction as a consequence of the other Party incurring debt.

rebel iQ may terminate this Agreement for any reason or no reason at all, and without liability, by giving Customer thirty (30) calendar’s notice. For the avoidance of doubt, any termination for convenience by rebel iQ shall not relieve Customer of the obligation to pay any Subscription Plan Fees payable to rebel iQ for the period prior to the effective date of termination.

Customer acknowledges that upon the termination or expiration of this Agreement or upon the cancellation of Customer's selected Subscription Plan, Customer shall cease to access and use the Services. Any termination or expiration of this Agreement shall not relieve Customer from Customer's obligation to make payment of the Subscription Plan Fees owed up until and including the effective date of termination or expiration. Upon termination, all Customer obligations shall continue in perpetuity, except as to payment for future use of services that have been cancelled.

31. **Force Majeure**

Neither Party shall be liable for, or be considered to be in breach of or in default under this Agreement on account of, any delay or failure to access/use the Services, as a result of any cause or condition beyond such Party's reasonable control, including, but not limited to: fire, explosion, power blackout, terrorism, earthquake, pandemic, storm, flood, wind, drought or acts of God; epidemic and pandemic, court order; act, delay or failure to act by civil, military or other governmental authority; strike, lockout, labor dispute, riot, insurrection, sabotage or war; failure, interruption or degradation of any telecommunications or transmission lines; unavailability of required parts, materials or other items; acts or omissions of Internet traffic carriers, or act, delay or failure to act by the other Party or any third-party (collectively "**Force Majeure Event**").

32. **Miscellaneous**

You may not assign any of your rights in these Terms, and any such attempt is void, but rebel iQ may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services. rebel iQ and you are not legal partners or agents; instead, our relationship is that of independent contractors.

33. **Your Comments and Concerns**

All feedback, comments, requests for technical support, and other communications relating to the Services should be directed to: support@rebeliQ.com

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Additional Terms related to specific Services types:

CONVERSIONPRO™ MORTGAGE MARKETING WEBSITE SUBSCRIPTION SERVICES
CONVERSIONPRO™ BLOG SUBSCRIPTION SERVICES
DO-IT-FOR-ME FACEBOOK ADS SUBSCRIPTION SERVICES AGREEMENT
DO-IT-FOR-ME GOOGLE ADS SUBSCRIPTION SERVICES AGREEMENT
CAAS PLATFORM AND ORIGINATOR EVERYWHERE SERVICE AGREEMENT
REBEL IGNITE SUBSCRIPTION SERVICES
REBEL CONVERT SUBSCRIPTION SERVICES

CONVERSIONPRO™ MORTGAGE MARKETING WEBSITE SUBSCRIPTION SERVICES

rebel iQ provides an automated lead-generating conversion-as-a-service (CaaS) platform, located at app.leadpops.com ("**CaaS Platform**") which provides access to an array of digital products, including without limitation, lead funnels, conversion-optimized website services, and managed marketing services.

In consideration of You subscribing to or using the ConversionPro™ Mortgage Marketing Website, rebel iQ hereby grants Customer a non-exclusive, revocable, limited, non-transferable, non-sublicensable license to access and use the CaaS Platform and ConversionPro™ Mortgage Marketing Website Services for:

i. Customer's internal business purposes; and

ii. the Subscription Term (defined below) or applicable duration as agreed by the Parties.

You acknowledge, understand and agree that:

i. rebel iQ reserves the right to determine in rebel iQ's sole and exclusive discretion, the final design, layout, content, domain, hosting and functionality of the CaaS Platform, which is subject to change from time to time without notice and without liability. As such, rebel iQ, in its sole discretion, may modify the systems and environment used to deliver the ConversionPro™ Mortgage Marketing Website Services;

ii. the CaaS Platform is provided on an "as-is" and "as available" basis. rebel iQ may, from time to time, and without giving any reason or prior notice to Customer, upgrade, modify, suspend or discontinue the provision of or remove, whether in whole or in part, the CaaS Platform and shall not be liable if any such upgrade, modification, suspension or removal prevents Customer from accessing the CaaS Platform.

iii. the ConversionPro™ Mortgage Marketing Website Service(s) will not include the following additional services offered by rebel iQ via the CaaS Platform: Do It For Me Facebook Ads, Do It for Me Google Ads, Reputation Management (driving reviews and listings/citations), ConversionPro™ Blog, Reviewability and Originator Everywhere (Google Banner Ads) services.

Support Services. rebel iQ shall provide Customer with support services via telephone and email, between Monday to Friday from 07h00am to 16h00pm PST, in order to address any queries, concerns, or technical issues Customer may have pertaining to the ConversionPro™ Mortgage Marketing Website Services as well as to any payment/account issue. rebel iQ shall endeavor to resolve any queries and concerns

Customer may have within seven (7) business days from the date you first logged the issue with us.

Customer obligations for use of ConversionPro™. Customer shall:

i. access the CaaS Platform and use the ConversionPro™ Mortgage Marketing Website Services in accordance with this Agreement;

ii. complete and submit rebel iQ checklist, as well as provide any other information as is requested by rebel iQ and/or used for the provision of ConversionPro™ Mortgage Marketing Website Services;

iii. secure Customer's own domain to host Customer's customized ConversionPro™ website; (iv) review and confirm, via email to rebel iQ, the contents of Customer's customized ConversionPro™ website, prior to such customized ConversionPro™ website going live;

iv. provide rebel iQ with accurate and complete content and information, so as to assist rebel iQ to successfully perform the ConversionPro™ Mortgage Marketing Website Services under this Agreement. If any of Customer's content and information is incorrect and/or incomplete, Customer shall be liable for any and all delays and/or additional fees that may arise from the ConversionPro™ Mortgage Marketing Website Services as a consequence of Customer's content and information being incorrect and/or incomplete;

v. obtain and maintain all necessary licenses, approvals and consents and comply with all relevant legislation in relation to the ConversionPro™ Mortgage Marketing Website Services;

vi. provide rebel iQ with the authority to use any and all information provided by Customer to formulate and implement Customer's brand message;

vii. approve all the ConversionPro™ Mortgage Marketing Website Services prior to delivery of Customer's completed customized ConversionPro™ website;

viii. ensure compliance with all applicable local laws and regulations; and

ix. provide rebel iQ with the right to use any content or information provided by Customer to rebel iQ in the performance of the ConversionPro™ Mortgage Marketing Website Services.

ConversionPro™ SUBSCRIPTION PLANS, FEES, PAYMENT AND TAXES

Subscription Plans. rebel iQ currently offers Customers with several subscription plan options on the CaaS Platform, that enables Customer to use the ConversionPro™ Mortgage Marketing Website Services ("**Subscription Plan(s)**"). The fees, and any associated setup fees, corresponding to Customer's selected Subscription Plan ("**Subscription Plan Fee(s)**"), to be paid by Customer to rebel iQ in consideration of Customer's access to and use of the CaaS Platform and ConversionPro™ Mortgage Marketing Website Services shall be provided under Schedule B (Subscription Plan Fees) and stated on the applicable invoice.

Downtime. Customer acknowledges that the CaaS Platform and/or ConversionPro™ Mortgage Marketing Website Services may be temporarily unavailable due to scheduled maintenance or for unscheduled emergency maintenance, conducted either by rebel iQ or by third party service providers, or due to other causes beyond rebel iQ' reasonable control. Where reasonably possible, rebel iQ shall use reasonable efforts to provide Customer with advance written notice via e-mail as pertains to any scheduled service disruption.

ConversionPro™ Mortgage Marketing Website Subscription Plan Fees

Setup Fee: $597

Monthly / Annual Subscription: $97

CONVERSIONPRO™ BLOG SUBSCRIPTION SERVICES

Customer wishes to access and use rebel iQ's ConversionPro™ Blog Service (defined below) for the benefit of its/his/her business operations.

In consideration of You subscribing to or using the ConversionPro™ Blog Service ("Blog Service"), rebel iQ hereby grants Customer a non-exclusive, revocable, limited, non-transferable, non-sublicensable license to access and use the Blog Services for:

i. Customer's internal business purposes; and

ii. the Subscription Term (defined below) or applicable duration as agreed by the Parties.

Customer acknowledges, understands and agrees that:

i. rebel iQ reserves the right to determine, in its sole and exclusive discretion, the final design, layout, content, domain, hosting and functionality of the Platform, which is subject to change from time to time without notice and without liability. As such, rebel iQ may modify the systems and environment used to deliver the Blog Services (defined below);

ii. the CaaS Platform is provided to Customer on an "*as-is*" and "*as available*" basis. rebel iQ may, from time to time and without giving any reason or prior notice to Customer, upgrade, modify, suspend or discontinue the provision of or remove, whether in whole or in part, the CaaS Platform and shall not be liable if any such upgrade, modification, suspension or removal prevents Customer from accessing the CaaS Platform.

ConversionPro™ Blog Services. rebel iQ currently provides Customer, through the CaaS Platform, with

(i) the creation and edification of professionally written, ever-green, mortgage relevant content/blogs which are posted on Customer's ConversionPro™ Website so as to generate, target and attract marketing leads/traffic (i.e. potential Customers) and improve Customer's brand awareness;

(ii) the posting of one (1) high-quality conversion rate optimized blog, per month for the duration of Customer's selected Subscription Plan (defined below) term, by rebel iQ Customer success manager team; and

(iii) other benefits as more fully described under Schedule A (ConversionPro™ Blog Services Description) of this Agreement,

(collectively the "**ConversionPro™ Blog Service(s)**").

For the avoidance of doubt, the ConversionPro™ Blog Services is available only to Customers who have subscribed to rebel iQ ConversionPro™ Website Services, and the content/topic of the blog to be posted on Customer's ConversionPro™ Website shall be determined rebel iQ in its sole discretion.

Customer acknowledges and understands that:

i. the ConversionPro™ Blog Service(s) will not include the following additional services offered by rebel iQ via the CaaS Platform: ConversionPro™ Website, Do It For Me Facebook Ads, Do It For Me Google Ads, Reputation Management (driving reviews and listings/citations), Reviewability and Originator Everywhere (Google Banner Ads) services;

ii. rebel iQ shall have the sole discretion to determine the manner in which the Blog Services is provided/delivered to Customer, including but not limited to defining and using the technical process, practices, tools, coding, resources, third party contractors, service providers and software to be used for the provision of such Blog Services to Customer;

iii. rebel iQ may, in its sole discretion, make modifications, updates and upgrades to the Blog Services in order to comply with applicable law or if rebel iQ deems such modifications, updates and upgrades necessary or useful to maintain or enhance the (i) quality or delivery of the Blog Services; (ii) competitive strength of or market for rebel iQ Blog Services; and (iii) performance and cost effectiveness of the Blog Services.

iv. rebel iQ may change, suspend or discontinue any or all of the Blog Services, at its sole discretion at any time, without notice and for any or no reason.

Support Services. rebel iQ shall provide Customer with support services via telephone and email, between Monday to Friday from 07h00am to 16h00pm PST, in order to address any queries, concerns, or technical issues Customer may have pertaining to the ConversionPro™ Blog Services as well as to any payment/account issue. rebel iQ shall endeavor to resolve any queries and concerns Customer may have within seven (7) business days from the date you first logged the issue with us.

Customer obligations for use of ConversionPro™ Blog Services. Customer shall:

i. access the CaaS Platform and use the ConversionPro™ Mortgage Marketing Website Blog Services in accordance with this Agreement;

iii. access the CaaS Platform and use the Blog Services in accordance with this Agreement;

iv. complete and submit rebel iQ checklist, as well as provide any other information as is requested by rebel iQ and/or used for the provision of Blog Services;

v. obtain and maintain all necessary approvals and consents in relation to the use of the Blog Services;

vi. provide rebel iQ with the authority to use any and all information provided by Customer to formulate and implement Customer's brand message;

vii. ensure compliance with all applicable local laws and regulations; and

viii. provide rebel iQ with the right to use any content or information provided by Customer to rebel iQ in the performance of the Blog Services.

Schedule A

ConversionPro™ Blog Service(s) Description

The following elements/functionalities are included in the ConversionPro™ Blog Service(s):

i. monthly relevant, evergreen, professionally written content published automatically to the Customer's rebel iQ ConversionPro™ Website;

ii. call-to-action links strategically inserted throughout the content to attract/target potential Customers into the Customer's gamified rebel iQ lead funnels. The dates on the call-to-action links are updated daily to ensure visitors are aware that the Customer's content/blog is current;

iii. built-in opportunities to promote and share the Customer's content/blog on all of the Customer's marketing channels; and

iv. the insertion of call-to-action links and embedded rebel iQ lead funnels inside the Customer's content/blog sidebar.

Schedule B

ConversionPro™ Blog Service(s) Subscription Plan Fees

Setup Fee: $197

Monthly / Annual Subscription: $47

DO-IT-FOR-ME FACEBOOK ADS SUBSCRIPTION SERVICES AGREEMENT

rebel iQ provides a service related to management of Facebook advertisements (Do-It-For-Me Facebook Ads Subscription Services). The Do-It-For-Me Facebook Ads Services, offered through the CaaS Platform, allows Customer:

i. the ability to generate quality mortgage leads through Facebook advertising; (ii) the placement and running of ads through Facebook so as to target and attract marketing leads/traffic (i.e. potential Customers) and improve Customer's brand awareness; and

ii. access to rebel iQ Do-It-For-Me Facebook Ads campaign which is built, managed and optimized by rebel iQ Customer success manager team, and includes other benefits as more fully described under Schedule A, below.

In consideration of You subscribing to the Do-It-For-Me Facebook Ads Subscription Services, rebel iQ hereby grants Customer a non-exclusive, revocable, limited, non-transferable, non-sub licensable license to access and use Do-It-For-Me Facebook Ads Subscription Services for:

i. Customer's internal business purposes; and

ii. the Subscription Term (defined below) or applicable duration as agreed by the Parties.

Customer acknowledges, understands and agrees that:

i. rebel iQ reserves the right to determine in rebel iQ' sole and exclusive discretion, the final design, layout, content, domain, hosting and functionality of the CaaS Platform, which is subject to change from time to time without notice and without liability. As such, rebel iQ may modify the systems and environment used to deliver the Do-It-For-Me Facebook Ads Services (defined below);

ii. the CaaS Platform is provided to Customer on an "*as-is*" and "*as available*" basis. rebel iQ may, from time to time and without giving any reason or prior notice to Customer, upgrade, modify, suspend or discontinue the provision of or remove, whether in whole or in part, the CaaS Platform and shall not be liable if any such upgrade, modification, suspension or removal prevents Customer from accessing the CaaS Platform.

Customer acknowledges and understands as follows:

i. that the Do-It-For-Me Facebook Ads Service(s) will not include the following additional services offered by rebel iQ via the CaaS Platform:

ConversionPro™ Website, Do-It-For-Me Google Ads, Reputation Management (driving reviews and listings/citations), ConversionPro™ Blog, Reviewability and Originator Everywhere (Facebook Banner Ads) services;

ii. rebel iQ shall have the sole discretion to determine the manner in which the Do-It-For-Me Facebook Ads Services is provided/delivered to Customer, including but not limited to defining and using the technical process, practices, tools, coding, resources, third party contractors, service providers and software to be used for the provision of such Do-It-For-Me Facebook Ads Services to Customer;

iii. rebel iQ may, in its sole discretion, make modifications, updates and upgrades to the Do-It-For-Me Facebook Ads Services in order to comply with applicable law or if rebel iQ deems such modifications, updates and upgrades necessary or useful to maintain or enhance the (i) quality or delivery of the Do-It-For-Me Facebook Ads Services; (ii) competitive strength of or market for rebel iQ Do-It-For-Me Facebook Ads Services; and (iii) performance and cost effectiveness of the Do-It-For-Me Facebook Ads Services; and,

iv. Customer acknowledges that rebel iQ may change, suspend or discontinue any or all of the Do-It-For-Me Facebook Ads Services, at its sole discretion at any time, without notice and for any or no reason.

- **Support Services**. rebel iQ shall provide Customer with support services via telephone and email, between Monday to Friday from 07h00am to 16h00pm PST, in order to address any queries, concerns, or technical issues Customer may have pertaining to the Do-It-For-Me Facebook Ads Services as well as to any payment/account issue.

Customer obligations for use of Do-It-For-Me Facebook Ads Services. Customer shall:

i. access the Do-It-For-Me Facebook Ads Services in accordance with this Agreement;

ii. attend all meetings and participate in check-in calls with the Customer success manager as appointed/assigned by rebel iQ to Customer's account;

iii. provide rebel iQ with accurate and complete content and information including but not limited to the specific locations Customer would prefer to run the Facebook ads, dedicated monthly ad spend, and type of ad, so as to assist rebel iQ to successfully perform the Do-It-For-Me Facebook Ads Services under this Agreement. If any of Customer's content and information is incorrect and/or incomplete, Customer shall be liable for any and all delays and/or additional fees that may arise from the Do-It-For-Me Facebook Ads

Services as a consequence of Customer's content and information being incorrect and/or incomplete;

iv. follow the advice and guidance provided by rebel iQ Customer success manager in relation to the use of the Do-It-For-Me Facebook Ads Services

v. obtain and maintain all necessary approvals and consents in relation to the use of the Do-It-For-Me Facebook Ads Services;

vi. provide rebel iQ with the authority to use any and all information provided by Customer to formulate and implement Customer's brand message;

vii. ensure compliance with all applicable local laws and regulations; and

viii. provide rebel iQ with the right to use any content or information provided by Customer to rebel iQ in the performance of the Do-It-For-Me Facebook Ads .

The fees, and any associated setup fees, corresponding to Customer's selected Subscription Plan ("**Subscription Plan Fee(s)**"), to be paid by Customer to rebel iQ in consideration of Customer's access to and use of the CaaS Platform and Do-It-For-Me Facebook Ads Services shall be provided under Schedule B (Subscription Plan Fees) and stated on the applicable invoice.

While rebel iQ may collaborate with Customer's personnel and/or third party vendors to resolve issues, rebel iQ shall not be responsible or liable for the functionality or support of Customer's business, services, operations, or any warranties provided by the personnel and/or third party vendors to the Customer.

Customer acknowledges that the CaaS Platform and/or Do-It-For-Me Facebook Ads Services may be temporarily unavailable due to scheduled maintenance or for unscheduled emergency maintenance, conducted either by rebel iQ or by third party service providers, or due to other causes beyond rebel iQ' reasonable control. Where reasonably possible, rebel iQ shall use reasonable efforts to provide Customer with advance written notice via e-mail as pertains to any scheduled service disruption.

Schedule A

Do-It-For-Me Facebook Ads Service(s) Description

The following elements/functionalities are included in the Do-It-For-Me Facebook Ads Service(s):

- setup of Customer's Facebook business page (if necessary);
- creation of cover image on Customer's Facebook business page (if necessary); ● setup and/or construction of ads;
- ad copy;
- custom targeting and placement of ads;
- Facebook ads monitoring and management;

- creation of custom funnel/landing page;
- customer relationship management integration;
- setup of Facebook;
- ad testing and ongoing optimization;
- monthly reporting; and
- thirty (30) minute monthly coaching/consultation call.

Schedule B

Subscription Plan Fees

Setup Fee: $997

Monthly Fees / Annual Subscription: $497 Ad Spend Requirements: $1,501-$5,000

DO-IT-FOR-ME GOOGLE ADS SUBSCRIPTION SERVICES AGREEMENT

rebel iQ provides a service related to management of Google advertisements (Do-It-For-Me Google Ads Subscription Services). The Do-It-For-Me Google Ads Services, offered through the CaaS Platform, allows Customer:

iii. the ability to generate quality mortgage leads through Google advertising; (ii) the placement and running of ads through Google so as to target and attract marketing leads/traffic (i.e. potential Customers) and improve Customer's brand awareness; and

iv. access to rebel iQ Do-It-For-Me Google Ads campaign which is built, managed and optimized by rebel iQ Customer success manager team, and includes other benefits as more fully described under Schedule A, below.

In consideration of You subscribing to the Do-It-For-Me Google Ads Subscription Services, rebel iQ hereby grants Customer a non-exclusive, revocable, limited, non-transferable, non-sub licensable license to access and use Do-It-For-Me Google Ads Subscription Services for:

iii. Customer's internal business purposes; and

iv. the Subscription Term (defined below) or applicable duration as agreed by the Parties.

Customer acknowledges, understands and agrees that:

iii. rebel iQ reserves the right to determine in rebel iQ' sole and exclusive discretion, the final design, layout, content, domain, hosting and functionality of the CaaS Platform, which is subject to change from time to time without notice and without liability. As such, rebel iQ may modify the systems and environment used to deliver the Do-It-For-Me Google Ads Services (defined below);

iv. the CaaS Platform is provided to Customer on an "*as-is*" and "*as available*" basis. rebel iQ may, from time to time and without giving any reason or prior notice to Customer, upgrade, modify, suspend or discontinue the provision of or remove, whether in whole or in part, the CaaS Platform and shall not be liable if any such upgrade, modification, suspension or removal prevents Customer from accessing the CaaS Platform.

Customer acknowledges and understands as follows:

v. that the Do-It-For-Me Google Ads Service(s) will not include the following additional services offered by rebel iQ via the CaaS Platform:

ConversionPro™ Website, Do-It-For-Me Facebook Ads, Reputation Management (driving reviews and listings/citations), ConversionPro™ Blog, Reviewability and Originator Everywhere (Facebook Banner Ads) services;

vi. rebel iQ shall have the sole discretion to determine the manner in which the Do-It-For-Me Google Ads Services is provided/delivered to Customer, including but not limited to defining and using the technical process, practices, tools, coding, resources, third party contractors, service providers and software to be used for the provision of such Do-It-For-Me Google Ads Services to Customer;

vii. rebel iQ may, in its sole discretion, make modifications, updates and upgrades to the Do-It-For-Me Google Ads Services in order to comply with applicable law or if rebel iQ deems such modifications, updates and upgrades necessary or useful to maintain or enhance the (i) quality or delivery of the Do-It-For-Me Google Ads Services; (ii) competitive strength of or market for rebel iQ Do-It-For-Me Google Ads Services; and (iii) performance and cost effectiveness of the Do-It-For-Me Google Ads Services; and,

viii. Customer acknowledges that rebel iQ may change, suspend or discontinue any or all of the Do-It-For-Me Google Ads Services, at its sole discretion at any time, without notice and for any or no reason.

- **Support Services**. rebel iQ shall provide Customer with support services via telephone and email, between Monday to Friday from 07h00am to 16h00pm PST, in order to address any queries, concerns, or technical issues Customer may have pertaining to the Do-It-For-Me Google Ads Services as well as to any payment/account issue.

Customer obligations for use of Do-It-For-Me Google Ads Services. Customer shall:

ix. access the Do-It-For-Me Google Ads Services in accordance with this Agreement;

x. attend all meetings and participate in check-in calls with the Customer success manager as appointed/assigned by rebel iQ to Customer's account;

xi. provide rebel iQ with accurate and complete content and information including but not limited to the specific locations Customer would prefer to run the Google ads, dedicated monthly ad spend, and type of ad, so as to assist rebel iQ to successfully perform the Do-It-For-Me Google Ads Services under this Agreement. If any of Customer's content and information is incorrect and/or incomplete, Customer shall be liable for any and all delays and/or additional fees that may arise from the Do-It-For-Me Google Ads Services as a

consequence of Customer's content and information being incorrect and/or incomplete;

xii. follow the advice and guidance provided by rebel iQ Customer success manager in relation to the use of the Do-It-For-Me Google Ads Services

xiii. obtain and maintain all necessary approvals and consents in relation to the use of the Do-It-For-Me Google Ads Services;

xiv. provide rebel iQ with the authority to use any and all information provided by Customer to formulate and implement Customer's brand message;

xv. ensure compliance with all applicable local laws and regulations; and

xvi. provide rebel iQ with the right to use any content or information provided by Customer to rebel iQ in the performance of the Do-It-For-Me Google Ads .

The fees, and any associated setup fees, corresponding to Customer's selected Subscription Plan ("**Subscription Plan Fee(s)**"), to be paid by Customer to rebel iQ in consideration of Customer's access to and use of the CaaS Platform and Do-It-For-Me Google Ads Services shall be provided under Schedule B (Subscription Plan Fees) and stated on the applicable invoice.

While rebel iQ may collaborate with Customer's personnel and/or third party vendors to resolve issues, rebel iQ shall not be responsible or liable for the functionality or support of Customer's business, services, operations, or any warranties provided by the personnel and/or third party vendors to the Customer.

Customer acknowledges that the CaaS Platform and/or Do-It-For-Me Google Ads Services may be temporarily unavailable due to scheduled maintenance or for unscheduled emergency maintenance, conducted either by rebel iQ or by third party service providers, or due to other causes beyond rebel iQ' reasonable control. Where reasonably possible, rebel iQ shall use reasonable efforts to provide Customer with advance written notice via e-mail as pertains to any scheduled service disruption.

Schedule A

Do-It-For-Me Google Ads Service(s) Description

The following elements/functionalities are included in the Do-It-For-Me Google Ads Service(s):

- Google ads account creation;
- keyword research;
- campaign and ad group creation;
- monitoring of keyword performance;
- adding negatives to improve performance;
- bid optimization;

- ad extensions setup;
- ads monitoring and management;
- custom funnel/landing page creation;
- google analytics and google tag manager installation;
- customer relationship management integration;
- transparency so as to ensure continual access to Client's account;
- ad testing and ongoing optimization; andmonthly reporting.

Schedule B

Subscription Plan Fees

Setup Fee: $997

Monthly Fees / Annual Subscription: $497 Ad Spend Requirements: $1,501-$5,000

CAAS PLATFORM AND ORIGINATOR EVERYWHERE SERVICE AGREEMENT

rebel iQ provides a service related to the creation and management of banner ads and the placement and running of banner ads on third party websites, so as to target and attract marketing leads/traffic (i.e. potential Customers) and improve Customer's brand awareness, through the "Originator Everywhere" Service.

In consideration of You subscribing to the Originator Everywhere Services, rebel iQ hereby grants Customer a non-exclusive, revocable, limited, non-transferable, non-sub licensable license to access and use Do-It-For-Me Facebook Ads Subscription Services for:

i. Customer's internal business purposes; and

ii. the Subscription Term (defined below) or applicable duration as agreed by the Parties.

Customer acknowledges, understands and agrees that:

i. rebel iQ reserves the right to determine in rebel iQ' sole and exclusive discretion, the final design, layout, content, domain, hosting and functionality of the CaaS Platform, which is subject to change from time to time without notice and without liability. As such, rebel iQ may modify the systems and environment used to deliver the Originator Everywhere Services (defined below);

ii. the CaaS Platform is provided to Customer on an "*as-is*" and "*as available*" basis. rebel iQ may, from time to time and without giving any reason or prior notice to Customer, upgrade, modify, suspend or discontinue the provision of or remove, whether in whole or in part, the CaaS Platform and shall not be liable if any such upgrade, modification, suspension or removal prevents Customer from accessing the CaaS Platform;

iii. The Originator Everywhere Service(s) will not include the following **additional services** offered by rebel iQ via the CaaS Platform: ConversionPro™ Website, Do It For Me Facebook Ads, Do It For Me Google Ads, Reputation Management (driving reviews and listings/citations), ConversionPro™ Blog, Reviewability and Google search ad campaigns services;

iv. rebel iQ shall have the sole discretion to determine the manner in which the Originator Everywhere Services is provided/delivered to Customer, including but not limited to defining and using the technical process, practices, tools, coding, resources, third party contractors, service providers and software to be used for the provision of such Originator Everywhere Services to Customer;

v. rebel iQ shall not be held liable for any and all non-delivery of the Originator Everywhere Services as a result of insufficient content/information and lack of approval

vi. rebel iQ may, in its sole discretion, make modifications, updates and upgrades to the Originator Everywhere Services in order to comply with applicable law or if rebel iQ deems such modifications, updates and upgrades necessary or useful to maintain or enhance the (i) quality or delivery of the Originator Everywhere Services; (ii) competitive strength of or market for rebel iQ Originator Everywhere Services; and (iii) performance and cost effectiveness of the Originator Everywhere Services; and,

vii. rebel iQ may change, suspend or discontinue any or all of the Originator Everywhere Services, at its sole discretion at any time, without notice and for any or no reason.

Support Services. rebel iQ shall provide Customer with support services via telephone and email, between Monday to Friday from 07h00am to 16h00pm PST, in order to address any queries, concerns, or technical issues Customer may have pertaining to the Originator Everywhere Services as well as to any payment/account issue. rebel iQ shall endeavor to resolve any queries and concerns Customer may have within seven (7) business days from the date you first logged the issue with us.

Subject to the terms and conditions of this Agreement and, Customer agrees to:

i. access the CaaS Platform and use the Originator Everywhere Services in accordance with this Agreement;

ii. provide rebel iQ with accurate and complete content and information including but not limited to the specific locations Customer would prefer to run the Google ads, dedicated monthly ad spend, and type of banner ad, so as to assist rebel iQ to successfully perform the Originator Everywhere Services under this Agreement. If any of Customer's content and information is incorrect and/or incomplete, Customer shall be liable for any and all delays and/or additional fees that may arise from the Originator Everywhere Services as a consequence of Customer's content and information being incorrect and/or incomplete;

iii. attend all meetings and participate in check-in calls with the Customer success manager as appointed/assigned by rebel iQ to Customer's account;

iv. follow the advice and guidance provided by rebel iQ Customer success manager in relation to the use of the Originator Everywhere Services;

v. obtain and maintain all necessary approvals and consents, and comply with all relevant legislation, in relation to the Originator Everywhere Services;

vi. provide rebel iQ with the authority to use any and all information provided by Customer to formulate and implement Customer's brand message;

vii. ensure compliance with all applicable local laws and regulations; and (viii) provide rebel iQ with the right to use any content or information provided by Customer to rebel iQ in the performance of the Originator Everywhere Services.

Restrictions. Customer shall not:

i. license, sublicense, sell, resell, rent, lease, transfer, distribute or otherwise similarly exploit the Originator Everywhere Services or CaaS Platform,
ii. use or permit others to use any security testing tools in order to probe, scan or attempt to penetrate or ascertain the security of the CaaS Platform,
iii. copy, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Originator Everywhere Services, or any part thereof or otherwise attempt to discover any source code or modify the CaaS Platform or Originator Everywhere Services,
iv. create a competitive offering based on the Originator Everywhere Services, and (v) use the Originator Everywhere for any reason or purpose, other than provided under this Agreement and as intended by rebel iQ.

rebel iQ cannot guarantee that the Originator Everywhere Services will generate a profit or a return on investment or positive feedback for the Customer or that the Originator Everywhere Services will be error-free. rebel iQ cannot therefore be liable to Customer or any third party for damages, including lost profits, lost savings or other incidental, consequential or special damages arising out of the Originator Everywhere Services.

Subscription Plans. rebel iQ currently offers Customers with several subscription plan options on the CaaS Platform, that enables Customer to use the Originator Everywhere Services ("**Subscription Plan(s)**"). Each Subscription Plan shall (i) include restrictions and requirements that outline the features of the Subscription Plan, and (ii) reference the applicable fee. The features of each Subscription Plan shall be further detailed on the rebel iQ website located at www.leadpops.com.