

Courtesy Custom AI Terms of Use

Updated as of 9/2026

Section 1: Introduction and Agreement to Terms

These terms of use are entered into between You and Courtesy Custom AI LLC ("Company," "we," or "us"). The following terms, together with any documents they expressly incorporate by reference (collectively, "Terms of Use"), govern your access to and use of https://my.courtesycustomai.com/, including any content, functionality, and services offered on or through https://my.courtesycustomai.com/ (the "Service"), whether as a guest or a registered user.

By accessing the Service or by indicating agreement when prompted, you acknowledge and agree to adhere to these Terms. Non-agreement to these Terms requires abstention from using the Service.

Section 2: User Eligibility and Professional Criteria

This Service is expressly intended for users who are 18 years of age or older. You are the account holder for the email addresses and phone numbers you provided, or you have authorization from the account holder to give this consent, and you will let us know if you release them to another person or individual. Additionally, if applicable and the laws of your jurisdiction require, you must be a licensed professional in the real estate or mortgage sector to use our services. By engaging with this Service, you represent and warrant that you fulfill these eligibility criteria. If you do not meet these requirements, you are prohibited from accessing or using the Service.

Section 3: Amendments and Revisions to Terms

We reserve the unilateral right to update and revise these Terms of Use periodically. All changes become effective immediately upon their posting and apply to all subsequent access and use of the Service. Notably, any changes to the dispute resolution provisions outlined in the Governing Law and Jurisdiction section will not apply to disputes for which parties have actual notice prior to the change. You are encouraged to review these Terms regularly to stay informed of any changes. Your continued use of the Service following the posting of revised Terms means your acceptance of these changes.

Section 4: Communication Consent and Methods

By providing your contact information, you explicitly consent to receive communications from us. These may include telemarketing messages and other forms of contact via emails, landline phone, cellular phone, fax, and text messages (SMS and MMS). We may utilize automatic telephone dialing systems ("auto-dialers"), artificial or pre-recorded voices, and robotexts for this purpose. Standard carrier rates may apply. Consent to these communications is not a condition for purchasing any goods or services. You can revoke your consent for each communication channel individually – for instance, replying “stop” to a text message will only cease communications through SMS. We will honor your request to stop within ten (10) business days. Your consent here also serves as your express written consent to electronic communications from us in the past.

Section 5: Geographic and Technical Restrictions

The availability of our Service and its services is confined to users in specified geographical areas and may be limited by technical compatibility issues with certain carriers or mobile devices. It's your responsibility to ensure that your carrier or device is compatible with our services. If you're outside the designated areas or using incompatible devices or carriers, access to the Service may be restricted or impaired.

Section 6: Provisions for Canadian Residents

For residents of Canada, in addition to the general terms agreed upon, you also acknowledge and agree to comply with Canada’s Anti-Spam Legislation (CASL), Personal Information Protection and Electronic Documents Act (PIPEDA), and relevant provincial laws such as Alberta’s

Personal Information Protection Act (PIPA) and Quebec's Act Respecting the Protection of Personal Information in the Private Sector. You consent to our use and disclosure of personal information in accordance with our Privacy Policy, including the storage and processing of such information in the United States.

Section 7: Accessing the Service and Account Security

We reserve the right to withdraw or amend the Service, and any service or material we provide on the Service, at our discretion without notice. We are not liable if, for any reason, all or any part of the Service is unavailable at any time or for any period. Occasionally, we may restrict access to some parts of the Service, or the entire Service, to users. You are responsible for making all arrangements necessary for you to have access to the Service. You also acknowledge that your account is personal to you and must not provide any other person with access to this Service or portions of it using your username, password, or other security information. You must notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. To access the Service or some resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Service that all the information you provide on the Service is correct, current, and complete.We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Section 8: Intellectual Property Rights

The content, features, and functionality of the Service, including text, graphics, logos, images, and the arrangement thereof, are owned by the Company, its licensors, or other content providers. These elements are protected under copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. This Service is for use in connection with your own business only. You must not reproduce, distribute, modify, create derivative works of, publicly display, perform, republish, download, store, or transmit any of the material on our Service, except under the following conditions: Temporary storage of materials in RAM incidental to accessing and viewing those materials; storing files that are automatically cached by your Web browser for display enhancement purposes.If you print, copy, modify, download, or

otherwise use or provide any other person with access to any part of the Service in breach of the Terms of Use, your right to use the Service will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Service or any content on the Service is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Service not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

Section 9: User Contributions and Interactive Services

The Service may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features that allow users to post, submit, publish, display, or transmit content or materials. You agree to comply with our Content Standards set out in these Terms of Use when making use of these features. Any User Contribution you post to the site will be considered non-confidential and non-proprietary.

Nature of User Contributions: Any content, including but not limited to text, images, video, and audio, that you post, submit, publish, display, or transmit (collectively, "post") to the site (collectively, “User Contributions”) will be considered non-confidential and non-proprietary. By posting any User Contribution on the Service, you grant Courtesy Custom AI LLC, our affiliates, service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties such material in accordance with your account settings.

Representations and Warranties:

You represent and warrant that:

You own or control all rights in and to the User Contributions and have the right to grant the license as stated above to us, our affiliates, and service providers, and each of their and our respective licensees, successors, and assigns. All your User Contributions will comply with these Terms of Use.
Responsibility for User Contributions: You understand and acknowledge that you are responsible for any User Contributions you submit or contribute. You, not Courtesy Custom AI LLC, bear

full responsibility for the content of your User Contributions, including their legality, reliability, accuracy, and appropriateness.

Limitation of Liability: Courtesy Custom AI LLC is not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Service.

Section 10: Content Standards

User Contributions must comply with all applicable federal, state, local, and international laws and regulations. They must not contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable; promote sexually explicit or pornographic material, violence, or discrimination; infringe on any intellectual property rights of any other person; violate the legal rights of others; or contain any material that could give rise to civil or criminal liability under applicable laws or regulations.

Section 11: Prohibited Uses

In using the Service and Services provided by Courtesy Custom AI LLC, you are required to adhere to the following prohibitions:

Lawful Use: You must use the Service only for lawful purposes, in compliance with all federal, state, local, and international laws and regulations, including but not limited to those relating to data export and software. All the contacts you import must have given you express written consent to contact them with artificial and pre-recorded voice calls. You also agree to comply with all relevant TCPA, TSR and regulatory laws/guidelines concerning communications with these contacts.

Protection of Minors: You must not use the Service in any way that exploits or harms minors, including exposure to inappropriate content or soliciting personally identifiable information.

Content Standards Compliance: You must not send, receive, upload, download, use, or re-use any material that does not comply with the content standards set out in these Terms of Use.

Prohibited Communications: You must not transmit, or procure the sending of, any unsolicited advertising or promotional material, such as “junk mail,” “chain letter,” “spam,” or any similar solicitation.

Impersonation: You must not impersonate or attempt to impersonate Courtesy Custom AI LLC, a company employee, another user, or any other person or entity.

Usage Restrictions: You must not engage in any conduct that restricts or inhibits anyone’s use or enjoyment of the Service, or that may harm Courtesy Custom AI LLC or users of the Service, or expose them to liability.

Additionally, you are prohibited from:

Using the Service in a way that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Service.
Employing any robot, spider, or other automatic device, process, or means to access the Service for any unauthorized purpose, including monitoring or copying any material on the Service.

Utilizing any manual process to monitor or copy any material on the Service without prior written consent.

Introducing any viruses, trojan horses, worms, logic bombs, or other harmful material to the Service.

Attempting to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Service, or any server, computer, or database connected to the Service.

Launching a denial-of-service attack or a distributed denial-of-service attack against the Service.

Attempting to interfere with the proper working of the Service.

Violation of these prohibitions may result in immediate termination of your access to the Service and may subject you to legal action.

Section 12: Disclaimer of Warranties

No Guarantee on Downloads: Courtesy Custom AI LLC does not guarantee or warrant that files available for downloading from the internet or the Service will be free of viruses or other destructive code. You bear the responsibility for implementing adequate procedures and checkpoints to satisfy your requirements for anti-virus protection, data accuracy, and for maintaining external means for the reconstruction of any lost data.

Liability for Technological Harm: Courtesy Custom AI LLC 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 Service or any services or items obtained through the Service, including downloading of any material posted on it, or on any service linked to it.

Use at Your Own Risk: Your use of the Service, its content, and any services or items obtained through the Service is solely at your own risk. The Service and its contents are provided on an “as is” and “as available” basis, without any warranties of any kind, either express or implied. Courtesy Custom AI LLC, and any person associated with Courtesy Custom AI LLC, make no warranty or representation with respect to the completeness, security, reliability, quality, accuracy, or availability of the Service.

Third-Party Links: The Service may contain links to other sites and resources provided by third parties. These links, which may include those found in advertisements such as banner ads and sponsored links, are provided for your convenience only.

No Control Over Third-Party Content: Courtesy Custom AI LLC has no control over the contents of third-party sites or resources and accepts no responsibility for them. This includes no responsibility for any loss or damage that may arise from your use of them.

Risk and Responsibility: If you decide to access any of the third-party services linked to this Service, you do so entirely at your own risk and are subject to the terms and conditions of use for those services. It is your responsibility to review and understand the terms of use and privacy policies of these third-party services before engaging in any activity with them.
No Implied Warranties: Without limiting the foregoing, neither Courtesy Custom AI LLC nor anyone associated with Courtesy Custom AI LLC represents or warrants that the Service, its content, or any services or items obtained through the Service will be accurate, reliable, error-free, or uninterrupted; that defects will be corrected; that the Service or the server that makes it available are free of viruses or other harmful components; or that the Service or any services or items obtained through the Service will meet your needs or expectations.

Disclaimer of Certain Warranties: Courtesy Custom AI LLC disclaims all warranties of any kind, whether express or implied, statutory or otherwise, including but not limited to any warranties of merchantability, non-infringement, and fitness for a particular purpose.

Exclusion of Certain Damages: To the fullest extent provided by law, Courtesy Custom AI LLC's collective liability (including its subsidiaries, affiliates, licensors, service providers, employees, agents, officers, and directors) to any party for any claim arising out of or in connection with this Agreement, whether in contract, tort, or otherwise, shall not exceed the amount you paid to Courtesy Custom AI LLC for the applicable service or product during the one (1) month before the event giving rise to the liability.

Section 13: Limitation on Liability

To the fullest extent permitted by law, in no event will the Company, 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 Service, any services linked to it, or any content on the Service or such services. This includes 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 that cannot be excluded or limited under applicable law.

Section 14: Indemnification

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns 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 of Use or your use of the Service, including, but not limited to, your User Contributions, any use of the Service's content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Service.

Section 15: Governing Law and Jurisdiction

All matters relating to the Service and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the Commonwealth of Virginia without giving effect to any choice or conflict of law provision or rule.

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Service shall be instituted exclusively in the federal courts of the United States or the courts of the Commonwealth of Virginia located in Richmond, Virginia. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Section 16: Arbitration

At the Company's sole discretion, it may require you to submit any disputes arising from the use of the Service or these Terms of Use, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Virginia law, with proceedings held in Richmond, Virginia.

Section 17: Time Limitation on Claims

Any cause of action or claim you may have arising out of or relating to these Terms of Use or the Service must be commenced within three (3) months after the cause of action accrues, otherwise, such cause of action or claim is permanently barred. This time limitation is a fundamental part of the basis of the bargain between you and the Company.

Section 18: Media Release, Likeness, and Communications Consent

By agreeing to these Terms of Use and continuing to use Courtesy Custom AI services, you grant Courtesy Custom AI and its representatives an irrevocable, royalty-free, worldwide license to record, capture, reproduce, publish, and distribute any and all communications and media content involving you, including but not limited to Zoom calls, phone calls, video recordings, photographs, text messages, and other communications conducted in connection with your use of our services.

This content may be used for commercial and promotional purposes including, without limitation, publication on our website, social media platforms, marketing materials, advertisements, and testimonials. You agree that this use may occur without additional notice, compensation, or approval for each individual use.

Withdrawal of Consent

You may request removal of your likeness or recorded content from our active marketing materials at any time by submitting a written request to courtesycustomai@gmail.com. All withdrawal requests must be submitted in writing and will be processed within thirty (30) days of receipt. Withdrawal of consent applies to future use only and does not require removal of content that has already been published unless specifically requested and agreed to in writing by Courtesy Custom AI. Courtesy Custom AI reserves the right to retain recordings for internal training and quality assurance purposes regardless of withdrawal requests.

Release of Claims

By agreeing to these Terms of Use, you knowingly and voluntarily release and discharge Courtesy Custom AI, its owners, employees, and representatives from any and all claims, demands, or causes of action arising out of or related to the authorized recording, publication, or commercial use of your likeness, voice, image, or communications as described herein, including

but not limited to claims based on invasion of privacy, right of publicity, or defamation. This release applies to the fullest extent permitted by applicable law.

Acknowledgment

By continuing to use Courtesy Custom AI services, you acknowledge that you have read, understood, and agreed to this Media Release and all terms contained herein.

Section 19: Waiver and Severability

No waiver by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal 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 of Use will continue in full force and effect.

Section 20: Entire Agreement

The Terms of Use, our Privacy Policy, and any other legal notices or terms published by us on the Service constitute the sole and entire agreement between you and the Company with respect to the Service and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the Service.

Section 21: Your Comments and Concerns

This service is operated by Courtesy Custom AI LLC. All feedback, comments, requests for technical support, and other communications relating to the Service should be directed to courtesycustomai@gmail.com. We welcome your questions and comments about these Terms of Use and our services.