

TERMS OF SERVICE AGREEMENT

Effective Date: October 23, 2024

1. ACCEPTANCE OF TERMS

Welcome to HomeQT Inc. By accessing or using our website, www.HomeQT.com (the "Site"), and any services provided through the Site (collectively, the "Services"), you agree to be bound by these Terms of Service (the "TOS"). If you do not agree to all the terms and conditions, please do not use our Services. By accessing or using our services, you also agree to our Privacy Policy and any other policies or guidelines that HomeQT Inc. may implement.

2. DESCRIPTION OF SERVICES

HomeQT Inc provides a platform for buyers and sellers interested in real estate to locate properties and connect with each other. We also offer advertising opportunities for entities wishing to reach buyers, sellers, and real estate professionals.

HomeQT Inc may engage subprocessors, sub-contractors, or other third-party vendors to assist in providing the Services. This includes sharing your contact information with licensed real estate brokers and agents to help facilitate connections between users and to provide related services. By using our Services, you acknowledge and agree that we may share your contact information with these third parties as necessary to provide, maintain, and improve our Services.

We do not recommend or endorse any real estate broker, agent, or firm. The selection of a real estate professional is entirely up to the user.

We reserve the right to add or replace subprocessors at any time without notice. You agree that your sole recourse in the event of any issues arising from our use of subprocessors is to terminate your use of the Services.

Important Notes:

- HomeQT Inc does not broker real estate transactions.
- We do not provide real estate broker or agent services.
- We do not recommend or endorse any real estate broker, agent, or firm.
- The terms of any agreement between users are not known to or endorsed by HomeQT Inc.
- HomeQT Inc is not responsible for the accuracy of listings or user interactions and explicitly disclaims any liability for transactions or agreements made between users.

3. ARTIFICIAL INTELLIGENCE AND MACHINE LEARNING

HomeQT Inc may utilize artificial intelligence (AI), machine learning (ML), or other automated systems and algorithms in providing, improving, and developing our Services. This may include, but is not limited to, processing user data, generating content, making decisions, or performing analyses. By using our Services, you acknowledge and agree that:

- a) Your data may be processed by AI/ML systems, which may be operated by us or our subprocessors.
- b) AI/ML systems may make automated decisions that affect your experience of the Services.
- c) Content generated by AI/ML systems may be indistinguishable from human-generated content and may be used in providing the Services to you.
- d) The outputs of AI/ML systems may not always be accurate, complete, or appropriate, and HomeQT Inc makes no warranties regarding such outputs.
- e) HomeQT Inc may use data provided by you or generated through your use of the Services to train, improve, or develop AI/ML systems, in accordance with our Privacy Policy.

- f) You grant HomeQT Inc a perpetual, irrevocable, worldwide, royalty-free license to use any data or content you provide for the purposes of training, improving, or developing AI/ML systems, even after termination of your account.

HomeQT Inc reserves the right to implement, modify, or discontinue any AI/ML features without notice. We are not obligated to disclose the specific AI/ML technologies or methodologies used in our Services. You agree that HomeQT Inc shall not be liable for any consequences arising from the use of AI/ML in our Services.

4. USER ACCOUNTS

You are responsible for all activities that occur under your account. You must promptly inform HomeQT Inc. of any security breaches or unauthorized use of your account.

- 4.1 Registration: To access certain features of the Services, you may need to create an account. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete.
- 4.2 Account Security: You are responsible for maintaining the confidentiality of your account and password. You agree to notify us immediately of any unauthorized use of your account.
- 4.3 Data Retention: HomeQT Inc reserves the right, but not the obligation, to retain, use, and disclose any information collected from users, including after account termination. We may retain your data for as long as necessary to comply with our legal obligations, resolve disputes, enforce our agreements, and protect our legitimate business interests. Upon account termination, whether initiated by you or us, we may, at our sole discretion, delete, archive, or retain any data associated with your account. You acknowledge and agree that we are under no obligation to maintain or provide you with any data after account termination.
- 4.4 Account Termination: You may terminate your account by canceling through our provided cancellation process. Please note that:
 - (a) Non-Refundability: Canceled subscriptions are not refundable. No refunds will be issued for any unused portion of a paid term.

- (b) Subscription Term: Upon cancellation, your account and access to the Services will remain active through the end of the current paid term. After this period, the account will be terminated.

4.5 Communications Consent: By creating an account or submitting information through our Services, you consent to receiving communications from HomeQT Inc. via phone, email, and text message. This may include promotional, transactional, and service-related messages. You can opt out of communications at any time, but doing so may limit your access to certain features of the Services.

5. USER CONDUCT

As a user of our Services, you agree not to:

- (a) Upload, post, or transmit any content that is unlawful, harmful, discriminatory, hateful, promotes violence, threatening, abusive, harassing, defamatory, vulgar, obscene, or invasive of another's privacy.
- (b) Engage in any activities that could harm minors in any way.
- (c) Impersonate any person or entity or falsely state your affiliation with a person or entity.
- (d) Upload or transmit any content that infringes upon any patent, trademark, trade secret, copyright, or other proprietary rights.
- (e) Upload or transmit any unsolicited advertising, promotional materials, "junk mail," "spam," or any other form of solicitation.
- (f) Interfere with or disrupt the Services or servers or networks connected to the Services.
- (g) Attempt to bypass security measures of the Services.
- (h) Violate any applicable local, state, national, or international law.

6. CONTENT AND LICENSE

6.1 User Content: You retain ownership of any content you submit, post, or display on or through the Services ("User Content").

6.2 License Grant: By submitting User Content, you grant HomeQT Inc an irrevocable, perpetual, non-exclusive, royalty-free, transferable, sub-licensable, worldwide license to use, store, display, reproduce, modify, create derivative works, perform, and distribute your User Content solely for the purposes of operating, developing, providing, and improving the Services. This license is irrevocable and perpetual, even if you delete your User Content or your account.

6.3 Users are responsible for the content they post and must ensure that it does not violate any laws or third-party rights.

6.4 Content Removal Rights: HomeQT Inc reserves the right to review, monitor, and remove any User Content at our sole discretion. This includes content that:

- (a) Violates these Terms of Service.
- (b) Is deemed inappropriate, offensive, or harmful.
- (c) Infringes on the intellectual property rights or privacy of others.
- (d) Contains viruses, malware, or any other harmful software.

Users acknowledge and agree that HomeQT Inc has the right to remove any content that we believe violates these Terms of Service or is otherwise inappropriate. We also reserve the right to terminate the accounts of users who repeatedly violate our TOS.

7. PRIVACY

Your privacy is important to us. Please review our Privacy Policy at www.HomeQT.com/privacy-policy to understand how we collect, use, and share your information.

8. THIRD-PARTY LINKS AND CONTENT

Our Services may contain links to third-party websites or services that are not owned or controlled by HomeQT Inc. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites or services. HomeQT Inc. is not responsible for any third-party content, including its accuracy, legality, or reliability. Users should review the terms and privacy policies of any third-party websites or services linked to or from our Services.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 HomeQT Inc Property: The Services and their original content (excluding User Content), features, and functionality are and will remain the exclusive property of HomeQT Inc and its licensors. The Services are protected by copyright, trademark, and other laws of the United States and foreign countries.

9.2 Trademarks: HomeQT Inc's name, logo, and all related names, logos, product and service names, designs, and slogans are trademarks of HomeQT Inc or its affiliates or licensors. You may not use such marks without the prior written permission of HomeQT Inc.

9.3 Feedback and Suggestions: If you provide HomeQT Inc with any feedback, suggestions, ideas, proposals, or other material relating to the Services ("Feedback"), you hereby assign to HomeQT Inc all rights in such Feedback and agree that HomeQT Inc shall have the right to use and fully exploit such Feedback and related information in any manner it deems appropriate. HomeQT Inc will treat any Feedback you provide as non-confidential and non-proprietary. You agree that you will not submit to HomeQT Inc any information or ideas that you consider to be confidential or proprietary.

9.4 Competitor Restrictions: HomeQT Inc strictly prohibits competitors, including but not limited to individuals or entities offering or intending to offer a similar service, from accessing, using, or viewing our Services for any reason, including but not limited to:

- a) Reverse engineering or attempting to reverse engineer any part of our Services or software.
- b) Copying, modifying, or creating derivative works based on our Services or software.
- c) Collecting or harvesting any information from our Services with the intent to use it for a competing product or service.
- d) Using automated means (such as bots or scrapers) or any manual methods of data collection to access our Services for any purpose, including monitoring, data mining, or data gathering.

Any breach of this clause will result in immediate termination of access to our Services and may lead to further legal action. By accessing our Services, you agree to comply with these restrictions and acknowledge that any violation may result in substantial harm to HomeQT Inc.

10. COPYRIGHT INFRINGEMENT

If you believe that any User Content violates your copyright, please contact us at legal@HomeQT.com with the following information:

- (a) A description of the copyrighted work that you claim has been infringed;
- (b) The URL of the allegedly infringing material;
- (c) Your contact information;
- (d) A statement that you have a good faith belief that the use is not authorized by the copyright owner, its agent, or the law;
- (e) A statement, made under penalty of perjury, that the above information is accurate and that you are the copyright owner or authorized to act on the owner's behalf.

11. DISCLAIMER OF WARRANTIES

The services are provided on an "as is" and "as available" basis, without any warranties of any kind, either express or implied. HomeQT Inc disclaims all warranties, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

12. LIMITATION OF LIABILITY

In no event shall HomeQT Inc, its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential, or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from your access to or use of or inability to access or use the services. The total liability of HomeQT Inc. for any claim arising out of or relating to the Services is limited to the amount paid by you for the Services during the latest period of use.

13. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless HomeQT Inc and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Services, b) a breach of these Terms, or c) any content you post or transmit through the Services.

14. GOVERNING LAW

These Terms shall be governed and construed in accordance with the laws of the City of Cheyenne in the County of Laramie, Wyoming, without regard to its conflict of law provisions.

15. ARBITRATION

Any dispute arising from or relating to this Agreement or our Services shall be resolved through binding arbitration. The arbitration will be conducted as follows:

- (a) Selection of Arbitrator: The arbitration will be conducted by a single arbitrator selected by HomeQT Inc. and will take place in a location chosen by HomeQT Inc. If HomeQT Inc. does not select an arbitrator within 30 days of the initiation of arbitration, either party may request that the American Arbitration Association (AAA) appoint an arbitrator.
- (b) Choice of Laws: HomeQT Inc. will have the right to choose the substantive laws that will govern the arbitration, without regard to the conflict of laws principles.
- (c) Arbitration Rules: The arbitration will be conducted in accordance with the rules of the American Arbitration Association (AAA).
- (d) Arbitration Procedure: The arbitrator shall conduct the arbitration in a manner that is fair to both parties. The arbitrator shall have the authority to grant any remedy that would be available in a court of law. The arbitrator's decision shall be final and binding, and judgment on the award may be entered in any court of competent jurisdiction.
- (e) Costs and Fees: Each party shall bear its own costs and fees associated with the arbitration, except that the costs of the arbitration itself (including the arbitrator's fees) shall be shared equally by the parties, unless the arbitrator determines otherwise.
- (f) By agreeing to these Terms, you agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action.

16. CHANGES TO TERMS

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. Your continued use of our Services after such notification constitutes acceptance of the updated Terms.

In addition to modifying these Terms, HomeQT Inc reserves the right to update, modify, or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. We may add, remove, or change features, functionality, or content at any time. We

may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability. You agree that HomeQT Inc shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Services or any part thereof.

17. TERMINATION

We may terminate or suspend your account and bar access to the Services 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. Upon termination, your right to use the Services will immediately cease.

18. ACCESSIBILITY

HomeQT Inc is committed to ensuring that our Services are accessible to all users, including individuals with disabilities. We comply with applicable accessibility laws and regulations, including the Americans with Disabilities Act (ADA). If you experience any accessibility issues while using our Services, please contact us at accessibility@HomeQT.com. We will work with you to provide the information or service you need in an accessible format as required by applicable laws.

19. MOBILE APPLICATION

If you download or use our mobile application or mobile accessible site, you agree to the following additional terms:

- (a) You acknowledge that these Terms also apply to your use of the mobile application.
- (b) You agree to comply with all applicable third-party terms of agreement when using the mobile application (e.g., your wireless data service agreement).

- (c) You acknowledge that we may automatically upgrade the mobile application, and these Terms will apply to such upgrades. Continued use after updates signifies acceptance of the new terms.

20. SOCIAL MEDIA INTEGRATION

If you choose to connect your account with third-party social media platforms:

- (a) You grant us permission to access and use certain information from your social media account.
- (b) You understand that your use of these social media platforms is governed by their respective privacy policies and terms of service.
- (c) You agree that we are not responsible for how these social media platforms use or share your information.

21. GDPR COMPLIANCE

While HomeQT Inc does not currently offer services to individuals located within the European Union (EU) and European Economic Area (EEA), we are committed to complying with the General Data Protection Regulation (GDPR) if we choose to expand our services to these regions in the future.

If you are located in the EU or EEA and inadvertently access our Services, please be aware that:

- (a) Data Processing and Transfer: We do not intentionally collect or process personal data of individuals in the EU or EEA. Should we receive personal data from individuals in these regions, we will take steps to delete such data from our systems upon notification.
- (b) User Notification: If you believe your data has been processed in violation of GDPR, you must notify us by contacting legal@HomeQT.com. Upon receiving such notification, we will take appropriate steps to address your concerns, including accessing, rectifying, erasing, restricting processing, or porting your data as required by GDPR.

- (c) Rights under GDPR: You have the right to access, rectify, erase, restrict processing, and port your data. You also have the right to object to the processing of your data and to lodge a complaint with a supervisory authority. However, these rights can be exercised only after notifying us and giving us the opportunity to address the issue.
- (d) Subscription Management: If you are a paid subscriber and request the erasure of your personal data under GDPR, we will proceed to delete your data from our systems. Please note that if you have an active subscription, your subscription will be canceled at the end of the current paid period. No refunds will be issued for any unused portion of the subscription term.
- (e) Contact for Data Issues: For any inquiries or issues related to your personal data and GDPR compliance, please contact us at legal@HomeQT.com. We are committed to resolving any concerns promptly and effectively.

We will update our policies and practices as needed to ensure compliance with GDPR and other applicable data protection regulations should we begin offering services to individuals in the EU and EEA.

22. ENTIRE AGREEMENT

These Terms, along with any policies referenced herein, constitute the entire agreement between you and HomeQT Inc. regarding our Services and supersede any prior agreements.

23. CONTACT INFORMATION

If you have any questions about these Terms, please contact us at:

HomeQT Inc
30 N Gould St, Ste R
Sheridan, WY 82801

Email: legal@HomeQT.com

Phone: 888-419-1913

24. FORCE MAJEURE

HomeQT Inc. shall not be liable for any failure to perform its obligations hereunder where the failure results from any cause beyond HomeQT Inc.'s reasonable control, including but not limited to mechanical, electronic, or communications failure or degradation, natural disasters, acts of war or terrorism, labor disputes, or governmental actions.

25. SEVERABILITY

If any provision of these Terms is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue to be valid and enforceable. The invalid or unenforceable provision will be modified so that it is valid and enforceable to the fullest extent permitted by law while maintaining its intent.

26. NO WAIVER

No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and HomeQT Inc.'s failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

27. ASSIGNMENT

HomeQT Inc may assign or transfer these Terms, in whole or in part, without restriction. You may not assign or transfer any rights or obligations under these Terms without HomeQT Inc's prior written consent.

28. SURVIVAL

Upon termination of these Terms, any provision that by its nature or express terms should survive will survive such termination or expiration, including but not limited to provisions relating to ownership, warranty disclaimers, indemnity, and limitations of liability.

29. HEADINGS

The section headings in these Terms are for convenience only and have no legal or contractual effect.

By using our Services, you acknowledge that you have read and understood these Terms of Service and agree to be bound by them.

Last updated: October 23, 2024