

VALUEASE, INC TERMS OF SERVICE

Last Updated – 25 February 2026

- 1. INTRODUCTION AND ACCEPTANCE OF TERMS:** Please read these terms of service very carefully before registering for the Valuease web site and Service. These terms of service (“Agreement”) govern you accessing and using Valuease’s and its affiliate’s web sites located at <https://cmasnap.com> and any web application(s), including any updates, made available through such sites. This Agreement between you (“you”) and Valuease, is subject to change by us as described below. By clicking the “I Accept” button below, you (i) accept this Agreement; (ii) agree to be bound by these terms and conditions; and (iii) have entered into a binding agreement between you and Valuease. If you are acting on behalf of a company or legal entity, you confirm that you have the requisite authority, power and right to bind that company or other legal entity. In that case, “You” and “Your” will refer to that company or other legal entity. If you (or, if relevant, your company) do not agree to all of these terms (or if you do not have the right to bind your company), you are not permitted to access or use any application or service, and you should not proceed further.
- 2. OWNERSHIP AND ACCESS RIGHTS:** The CMAsnap web site and web application(s), including any updates, (respectively the “Site” and the “Application(s)”) are owned and operated by Valuease, Inc. (referred to as “Valuease” herein). The Site and its content (“Content”), and the Valuease platform and/or other services accessible through the Application(s) (collectively the “Services”) may only be accessed in accordance with this Agreement. Any violation of the copyright in the Application, Content or these terms and conditions may be enforced by Valuease or the copyright owner to the fullest extent allowed by law.
- 3. LICENSE GRANT:** Subject to all limitations and restrictions contained in this Agreement, Valuease grants you a limited, non-exclusive, non-transferable, revocable subscription license to access and use the Site, the Applications, and the CMAsnap platform as hosted by Valuease or its third-party vendors. You may use the Services solely for your internal professional real estate business purposes and only in accordance with this Agreement.
- 4. PERMITTED USE OF SERVICES:** You may use the Applications or Services only in accordance with this Agreement, all applicable laws and regulations, and relevant third party terms governing the devices or platforms on which you access the Services. You agree to use the Services responsibly and not for any unlawful, misleading, discriminatory, or otherwise prohibited purpose, including any use that would violate MLS rules, fair housing laws, or other industry regulations.

You acknowledge that certain Services include artificial intelligence and retrieval-augmented generation (RAG) technologies that generate automated summaries, valuation support, narratives, and market insights (“AI-Generated Output”). AI-Generated Output is provided for informational purposes only and may contain inaccuracies, omissions, or outdated information. AI-Generated Output is produced automatically and is not reviewed by a human before being provided to you. You are solely responsible for reviewing and independently verifying the accuracy, completeness, and appropriateness of any AI-Generated Output before using it in any professional, regulatory, or client-facing context.

- 5. SERVICE AVAILABILITY AND TERMINATION:** You acknowledge and agree that Valuease may stop (permanently or temporarily) providing the Application or the Services (or any features within the Services) to you or to users generally at Valuease’s sole discretion, without prior notice to you. You may stop using the Application or the Services at any time. You do not need to specifically inform Valuease when you stop using the Application or Services. You acknowledge and agree that if Valuease disables access to your account, you may be prevented from accessing the Application, Services, your account details or any files or other materials which are contained in your account.
 - a. SURVIVAL OF TERMS AFTER TERMINATION:** In the event Valuease terminates your access to the Site or the Services the provisions that by their nature are designed to survive termination or expiration of this Agreement shall survive termination or expiration of this Agreement or your access to our Site or Services.
- 6. PROHIBITED ACCESS AND MISUSE:** You agree not to access (or attempt to access) the Application or the Services by any means other than through the interface that is provided by Valuease, unless you have been specifically allowed to do so in a separate agreement with Valuease. You agree that you will not engage in

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any activity that interferes with or disrupts the Application or the Services (or the servers and networks which are connected to the Application or the Services). Unless you have been specifically permitted to do so in a separate agreement with Valuease, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Application or the Services for any purpose. You agree that you are solely responsible for (and that Valuease has no responsibility to you or to any third party for) any breach of your obligations under this Agreement and for the consequences (including any loss or damage which Valuease may suffer) of any such breach.

7. **MOBILE CARRIER CHARGES:** You acknowledge that the mobile service provider for any mobile device on which you access or use the Site, any Application or Service may charge for internet access (including data usage) on that device.
8. **ACCOUNT REGISTRATION REQUIREMENTS:** You must register for an account to use all of the Application and the Services. You must provide Valuease with accurate, complete and up-to-date information, including your name, and full contact information when registering. You are responsible for the information you provide and must promptly inform Valuease of any changes to this information.
9. **ACCOUNT SECURITY AND CREDENTIALS:** You must treat your username and password as confidential and must not provide it to anyone else. You are responsible for all activities that occur under your account and must notify Valuease immediately of any unauthorized use of which you become aware. We reserve the right to disable any password at any time, if in our opinion you have failed to comply with any of the provisions of this Agreement or if any details you provide for the purposes of registering as a user prove to be false.
10. **ACCOUNT TERMINATION OBLIGATIONS:** You must immediately stop using and delete your password from any of your records upon termination of your account, for whatever reason.
11. **SUBSCRIPTION TERMS:** The use of the Applications or Services are by subscription only. The subscription policies you see when you subscribe to the Services are part of this Agreement. Each of the available subscriptions will require you to pay a fee, the amount of which will be as set out on the Site or in a separate agreement with Valuease ("Subscription Fee"). The Subscription Fee you pay gives you access to the level of Services requested by you from the options indicated on the Site or in a separate agreement with Valuease. Subscription Fees are paid in advance for six or 12 month terms (as indicated on the Site) ("Term").
12. **BILLING AND PAYMENT AUTHORIZATION:** Unless otherwise provided in a separate agreement between you and Valuease. Valuease, or its third-party payment processor ("Payment Processor"), will bill the Subscription Fee through an online account (your "Billing Account"). You authorize Valuease, or its Payment Processor, to charge your chosen payment provider (your "Payment Method") for the Subscription Fee and you agree to make payment using that selected Payment Method. Valuease, or its Payment Processor, may correct any billing errors or mistakes that it makes even if it has already requested or received payment. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method. Your payment is subject to validation by such Payment Method, and we are not responsible if your Payment Method declines to authorize payment for any reason. It is possible that your Payment Method may charge you an online handling fee or processing fee. Neither Valuease, nor its Payment Processor, is responsible for this. If you initiate a chargeback or otherwise reverse a payment made with your Payment Method, Valuease may in its discretion terminate your account immediately. In such event, if the Valuease successfully disputes the reversal, and the reversed funds are returned, you will not be entitled to a refund or to have your account or subscription reinstated.
13. **BILLING INFORMATION ACCURACY:** You must provide current, complete and accurate information for your Billing Account. You must promptly update all information to keep your Billing Account current, complete and accurate (such as a change in billing address, card number or expiration date), and you must promptly notify Valuease, or its Payment Processor, if your Payment Method is canceled (including if you lose your card or it is stolen), or if you become aware of a potential breach of security (such as an unauthorized disclosure or use of your name or password). If you fail to provide Valuease, or its Payment Processor, any of the foregoing information, you agree that you are responsible for fees accrued under your Billing Account. In addition, you authorize Valuease, or its Payment Processor, to obtain updated or replacement expiration dates and card

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numbers for you credit or debit card as provided by your credit or debit card issuer. You also authorize Valuease or its Payment Processor, to update your Payment Method to include any credit or debit card or other payment method provided by you to purchase any feature or service throughout your use of the Applications or Services when automatically renewing your account.

- 14. PAYMENT PROCESSOR DISCLOSURE:** Valuease's current Payment Processor is Stripe, and your payments are processed by Stripe in accordance with Stripe's [Terms of Service](#) and [Privacy Policy](#). Valuease does not control and is not liable for the security or performance of the Payment Processor.
- 15. AUTOMATIC RENEWAL OF SUBSCRIPTION:** If you purchase a subscription, it will automatically renew (as long as we continue to make the relevant Services subscription available) at the end of the Term for the same time period as the then current Term, at the then-current fee (as indicated on the Site) until you cancel, in accordance with the terms disclosed to you at the time of purchase. If you cancel your subscription, you will continue to have access to your subscription benefits until the end of the then current Term, at which point it will expire. We will notify you, by email and/or on the Site, of any increase in the applicable fees.
- 16. INTELLECTUAL PROPERTY OWNERSHIP:** Valuease shall own all right, title, and interest in Site and its Content, the Applications and the Services, or any other Valuease materials, subject to any limitations associated with intellectual property rights of third parties. Valuease reserves all rights not specifically granted herein. You irrevocably acknowledge that, subject to the licenses granted herein, you have no ownership interest in the Site and its Content, the Applications and the Services, or any other Valuease materials
- 17. INTELLECTUAL PROPERTY RESTRICTIONS:** You shall not modify any copyright notices, proprietary legends, any trademark and service mark attributions, any patent markings, and other indicia of ownership on the Content, Applications or other materials accessed through the Services. The delivery of, and license to, the Content or Applications and/or access to third party materials does not transfer to you any commercial or promotional use rights in the Content or Applications or any portion thereof. Any use of Content, or descriptions; any derivative use of this Site or its materials; and any use of data mining, robots, or similar data gathering and extraction tools is strictly prohibited. In no event shall the user frame any portion of the Site, or any materials contained therein.
- 18. ACCURACY OF INFORMATION DISCLAIMER:** While Valuease uses reasonable efforts to include accurate and up-to-date information on the Site, Valuease makes no warranties or representations as to its accuracy. Valuease assumes no liability or responsibility for any errors or representations in the Content or this Site.
- 19. EXTERNAL SITES AND THIRD-PARTY LINKS:** The Site may contain links to other sites on the Internet which are owned and operated by Third Party Vendors and other third parties (the "External Sites"). You acknowledge that Valuease is not responsible for the availability of, or the materials located on or through, any External Sites. You should contact the site administrator or webmaster for those External Sites if you have any concerns regarding such links or the materials located on such External Sites.
- 20. USER CONDUCT AND CONTENT STANDARDS:** You are solely responsible for your conduct and any content that you submit, post, and display on the Site. You may not post materials or content that contains any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, or hateful content or content which is racially, ethnically or otherwise objectionable, or which infringes upon the rights of any third party. You acknowledge that by accessing the Site, you may come into contact with content that you find harmful, offensive, threatening, indecent or objectionable and you acknowledge that Valuease shall have no liability to you for the content including, but not limited to explicit language and other potentially offensive material. You agree to not impersonate any person or communicate under a false name or a name the user is not entitled or authorized to use. Valuease has the right (but not the obligation) to remove, prohibit, edit or discontinue any content on the Site, including content that has been posted by users.
- 21. ACCEPTABLE USE REQUIREMENTS:** In addition to the conduct restrictions set forth in this Agreement, you agree to use the Services in compliance with any Acceptable Use Policy ("AUP") published by Valuease and updated from time to time. Without limiting the foregoing, you may not: (i) use the Services to develop or train competing products or models; (ii) engage in automated or excessive querying that degrades system performance; (iii) use the Services to engage in unlawful discrimination or other prohibited real-estate

practices; or (iv) use the Services in any manner that interferes with or disrupts the integrity or performance of the Services.

- 22. FEEDBACK AND SUGGESTIONS:**At your discretion, you may provide feedback to Valuease concerning the functionality and performance of the Applications and the Services from time to time, including, without limitation, identifying potential errors, improvements, modifications, bug fixes, or enhancements (“Feedback”). If you, through your evaluation or otherwise, suggests any Feedback, you hereby assign the ownership in all Feedback to Valuease. In the event ownership in the Feedback cannot be granted to Valuease, you grant Valuease at no charge a perpetual, irrevocable, royalty-free, worldwide right and license to use, reproduce, disclose, sublicense, distribute, modify, and otherwise exploit such Feedback without restriction. You agree that Valuease may disclose that Feedback to any third party in any manner and you agree that Valuease has the ability to sublicense all Feedback in any form to any third party without restriction.
- 23. AI-GENERATED OUTPUT AND PROFESSIONAL RESPONSIBILITY:** The Services may include artificial intelligence and retrieval-augmented generation (RAG) technologies that generate automated summaries, narratives, valuation support, and market insights (“AI-Generated Output”). AI-Generated Output is provided for informational purposes only and may contain inaccuracies, omissions, or outdated information. **Valuease does not provide brokerage services, appraisal services, legal advice, or fiduciary services. You are solely responsible for verifying all AI-Generated Output before relying on it in client communications, MLS submissions, valuation work, or any other professional use.**
- 24. THIRD-PARTY DATA SOURCES:** The Services may incorporate or rely on data obtained from third-party sources, including MLS systems, public records, and other data providers. Valuease does not control and is not responsible for the accuracy, completeness, timeliness, availability, or reliability of any third-party data. You acknowledge that such data may be incomplete, outdated, or inaccurate, and you agree that Valuease shall have no liability arising from your use of or reliance on any third-party data.
- 25. BETA AND EXPERIMENTAL FEATURES:** Valuease may, from time to time, make certain features, including AI-related capabilities, available to you on a beta, preview, or experimental basis (“Beta Features”). Beta Features may be incomplete, inaccurate, unstable, or subject to change without notice. Valuease provides Beta Features “as is” without warranties of any kind and may modify, suspend, or discontinue Beta Features at any time. You assume all risks associated with the use of any Beta Feature.
- 26. DATA USAGE AND RETRIEVAL-AUGMENTED GENERATION:** CMAsnap may process user-provided data and structured third-party data sources to generate AI-Generated Output. The system functions in a closed loop and does not autonomously browse the open internet. You represent and warrant that you have all necessary rights and permissions to input any data into the platform.
- 27. RESTRICTIONS ON USE OF AI SYSTEMS:** You may not reverse engineer, extract, scrape, copy, train competing models on, or otherwise attempt to derive source code, model weights, or underlying datasets from the Services or AI-Generated Output.
- 28. CHANGES TO THIS AGREEMENT:** Valuease may, in its sole discretion, modify or update this Agreement from time to time, so you should review this page periodically. When Valuease materially changes this Agreement, Valuease will update the ‘Last Updated’ date at the top of this page and, if you are a registered user, notify you that material changes have been made to this Agreement. In addition, Valuease may broadcast notices or messages through the site to inform you of changes to the site or other matters of importance, and such broadcasts shall constitute notice to you at the time of sending. Any such changes will become effective as of the Last Updated date; changes addressing new functions of the Valuease Services or changes made for legal reasons will be effective immediately. Your continued use of the Valuease Services after the date any such change become effective constitutes your acceptance of this Agreement, as updated. If you do not agree to any of these terms or any future terms, you may not use or access the Valuease Services. Notices to Valuease shall be made to the attention of the “Founder” and sent via email to support@cmaspnap.com.
- 29. PROHIBITION ON HARMFUL CODE:** You shall not transmit to Valuease or upload to this Site any Harmful Code or use or misappropriate the data on this Site for your own commercial gain. “Harmful Code” shall mean

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any software (sometimes referred to as “viruses,” “worms,” “trojan horses,” “time bombs,” “time locks,” “drop dead devices,” “traps,” “access codes,” “cancelbots” or “trap door devices”) that: (a) is intentionally designed to damage, disrupt, disable, harm, impair, interfere with, intercept, expropriate or otherwise impede in any manner, any data, storage media, program, system, equipment or communication, based on any event, including for example but not limited to (i) exceeding a number of copies, (ii) exceeding a number of users, (iii) passage of a period of time, (iv) advancement to a particular date or other numeral, or (v) use of a certain feature; or (b) would enable an unauthorized person to cause such result; or (c) would enable an unauthorized person to access another person’s information without such other person’s knowledge and permission.

- 30. DATA COLLECTION AND PRIVACY:** Valuease may retain and use all use all aggregate and statistical information collected in your use of the Site, the Applications or the Services, provided such information does not individually identify you. Valuease may collect, use and share your personal information in accordance with its Privacy Policy.
- 31. CHILDREN’S PRIVACY:** Valuease does not knowingly collect any information from anyone who we know to be under the age of 13. If you are under the age of 18, you should use this website only with the involvement of a parent or guardian and should not submit any personal information to Valuease. If Valuease discovers that a person under the age of 13 has provided Valuease with any personal information, Valuease will use commercially reasonable efforts to delete such person’s personal information from all Valuease systems.
- 32. LEGAL COMPLIANCE AND EXPORT CONTROLS:** By using this Site, you signify your assent to these terms of use and agree to comply with all applicable laws and regulations, including U.S. export and re-export control laws and regulations, copyright laws and other laws regarding intellectual property. If you do not agree to these terms of use, please do not use the Site.
- 33. GOVERNMENT RESTRICTED RIGHTS NOTICE:** The materials on this Site are provided with “Restricted Rights.” Use, duplication, or disclosure by the Government is subject to restrictions as set forth in applicable laws and regulations. Use of the materials by the Government constitutes acknowledgment of Valuease’s proprietary rights in them.
- 34. WARRANTY DISCLAIMER:** THE APPLICATIONS, MATERIALS, CONTENT ON THIS SITE AND THE SERVICES ARE PROVIDED “AS IS”, “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT POSSIBLE PURSUANT TO THE APPLICABLE LAW, VALUEASE SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR YOUR USE OF THE APPLICATIONS, OR ANY CONTENT OR MATERIALS POSTED ON THE SITE OR SERVICES. VALUEASE MAKES NO GUARANTEES AS TO UPTIME OR AVAILABILITY OF THE SERVICE. TO THE FULLEST EXTENT POSSIBLE PURSUANT TO THE APPLICABLE LAW, VALUEASE DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR OTHER VIOLATION OF RIGHTS. THE APPLICATIONS AND SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. VALUEASE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS, INCLUDING INTERNET CONGESTION, VIRUS ATTACKS, AND DENIAL OF SERVICE (DOS) ATTACKS.
- 35. INDEMNIFICATION:** You agree to indemnify, defend, and hold harmless Valuease and its officers, directors, employees, contractors, and licensors from and against any claims, damages, liabilities, losses, costs, and expenses (including reasonable attorneys’ fees) arising out of or related to: (i) your use or misuse of the Site or the Services; (ii) your violation of this Agreement or any applicable law, regulation, or MLS rule; (iii) your reliance on, distribution of, or modification of any AI-Generated Output; or (iv) any data, content, or materials you submit, upload, or transmit through the Services. Valuease reserves the right, at your expense, to assume the exclusive defense and control of any matter subject to indemnification by you.
- 36. LIMITATION OF LIABILITY:** UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL VALUEASE OR ITS THIRD PARTY LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED

TO, LOSS OF DATA OR PROFIT, ARISING OUT OF THE USE, OR THE INABILITY TO USE, THE APPLICATIONS, THE MATERIALS ON THIS SITE OR THE SERVICES, EVEN IF VALUEASE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. VALUEASE'S AND ITS LICENSORS' ENTIRE AND AGGREGATE LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE TOTAL SUBSCRIPTION FEES PAID BY YOU TO VALUEASE IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM., EVEN IF VALUEASE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. IF YOUR USE OF THE APPLICATIONS, MATERIALS FROM THIS SITE OR THE SERVICES RESULTS IN THE NEED FOR SERVICING, REPAIR OR CORRECTION OF EQUIPMENT OR DATA, YOU ASSUME ANY COSTS THEREOF. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL VALUEASE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOSS OF COMMISSIONS, PROFITS, DATA, BUSINESS OPPORTUNITIES, OR REPUTATIONAL HARM ARISING FROM USE OF AI-GENERATED OUTPUT.

- 37. ASSIGNMENT RESTRICTIONS:** You shall not assign or transfer this Agreement without the prior written consent of Valuease. Any attempt to assign or transfer this Agreement by you shall be void.
- 38. GOVERNING LAW:** The laws of the State of Texas, excluding its conflicts of law rules, govern this Agreement and your use of the Site. Notwithstanding the foregoing, the Arbitration Agreement in Section 44 shall be governed by the Federal Arbitration Act.
- 39. FORCE MAJEURE:** Valuease shall not be liable to you for any delay or failure of Valuease to perform its obligations hereunder if such delay or failure arises from any cause or causes beyond the reasonable control of Valuease. Such causes shall include, but are not limited to, acts of God, floods, fires, loss of electricity or other utilities, labor strike, or delays by you in performing any requirements hereunder.
- 40. SEVERABILITY:** Each provision of this Agreement is a separately enforceable provision. If any provision of this Agreement is determined to be or becomes unenforceable or illegal, such provision shall be reformed to the minimum extent necessary in order for this Agreement to remain in effect in accordance with its terms as modified by such reformation. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity of this Agreement as a whole and any such provision should be enforced by authorities, and reconstructed, if need be, to apply to the maximum extent allowable under applicable law.
- 41. NO WAIVER.:** The failure by either party to enforce at any time any of the provisions of this Agreement, to exercise any election or option provided herein, or to require at any time the performance of the other of any of the provisions herein will not in any way be construed as a waiver of such provisions. No failure or delay in enforcing any right or exercising any remedy will be deemed a waiver of any right or remedy.
- 42. ATTORNEYS' FEES:** Reasonable attorneys' fees and costs will be awarded to the prevailing party in the event of litigation involving the enforcement or interpretation of this Agreement.
- 43. SECTION HEADINGS:** The section headings used herein are for convenience only and shall not be given any legal import.
- 44. ARBITRATION AGREEMENT.:** Any dispute, controversy or claim arising under, out of or relating to this Agreement and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to arbitration before the American Arbitration Association ("AAA") in accordance with the AAA Consumer Arbitration Rules. The place of arbitration shall be Austin, Texas. The language to be used in the arbitral proceedings shall be English. The Parties may apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief as necessary, without breach of this Section and without abridgment of the powers of the arbitrator. The arbitrator may award any form of individual or equitable relief, including injunctive relief. Any award will be final and

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conclusive to the Parties and may be entered in any court of competent jurisdiction. You agree to the entry of injunctive relief to stop any lawsuit or to remove you as a participant in such a suit. By using the Site in any manner, you agree to this arbitration agreement. In doing so, YOU GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend any claims between you and Valuease. YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER CLASS PROCEEDING. This provision preventing you from bringing, joining or participating in class action lawsuits is an independent covenant. You may opt-out of this Section by providing written notice of your decision within thirty (30) days of the date that you first use the Licensed Application.

All claims arising out of or relating to this Agreement, to the Services, or to your relationship with Valuease that, for whatever reason, are not submitted to arbitration will be litigated exclusively in the federal or state courts of Travis County, Austin, Texas, U.S.A. You and Valuease consent to the exercise of personal jurisdiction of such courts in the State of Texas and waive any claim that such courts constitute an inconvenient forum.

45. **ENTIRE AGREEMENT; NO IMPLIED MODIFICATIONS; SURVIVAL:** This Agreement constitutes the entire agreement between you and Valuease regarding the subject matter herein and supersedes all prior or contemporaneous proposals, understandings, or agreements, whether written or oral. No amendment, modification, or waiver of any provision of this Agreement will be effective unless it is in writing and expressly stated to amend this Agreement. No course of dealing, usage, or trade practice will be used to modify, supplement, or interpret the terms of this Agreement.

Upon termination or expiration of your access to the Site or the Services, any provisions of this Agreement that by their nature are intended to survive—including, without limitation, provisions relating to intellectual property, disclaimers, limitations of liability, indemnification, payment obligations, and dispute resolution—shall survive such termination or expiration.