TERMS & CONDITIONS

The following are the Terms and Conditions for use of any and all products and services of the Real Estate Tomato (RET). RET reserves the right to modify these Terms at any time. Except as otherwise stated herein, any change to these Terms is effective immediately after RET gives notice to the User. Notice can be given through email, a posting on the Site Dashboard, a login alert, or by any other means in which a User may expect notice.

User agrees to check the Site periodically for changes to these Terms. Any use of the Site, Services, Products or Platform after policy changes have been made shall be deemed acceptance of those changed terms and/or conditions.

Clients should contact Real Estate Tomato should they have any questions or concerns regarding the terms of using the products and services of the Real Estate Tomato.

PO Box 1381 | Cottonwood, CA | 96022 ⎮ Email: service@realestatetomato.com | Direct: 530-828-6764

This is a contract. Please carefully read the following terms before accessing this site and before using any of our services. By accessing this site and/or entering into an agreement with real estate tomato, you accept and agree to all of the covenants and conditions imposed in this agreement.

By using Real Estate Tomato's services, products and platform you agree that you have read, understand and agree to these terms. You also agree to review this agreement periodically to be aware of modifications to the agreement, which real estate tomato may make at any time. Your continued use of this site will be deemed your conclusive acceptance of any modified agreement.

1. Satisfaction Guarantee: We, Real Estate Tomato (from here on to be referred to as RET), guarantee to deliver a quality product or service as defined herein.

2. In the event of a domain modification, the client is responsible for responding to communications made by RET in an effort to modify domains. RET is not liable for any loss of email, service outage or any delays that may be caused by domain modifications.

3. Edits, Repairs and Changes Policy: All graphic design, content implementation/beautification/formatting, CSS Edits, PHP Edits, PlugIn coding, FTP Management, and consulting services are available at $85.00 hourly or by quote.

4. RET products and services are provided on an "AS IS, AS AVAILABLE" basis. RET gives no warranty, expressed or implied, for the web design, software development, programming, web hosting and/or other services provided. RET HEREBY DISCLAIMS THE WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. This warranty exclusion expressly includes any reimbursement for losses of income due to disruption of services by RET or its providers beyond the fees paid by client to RET for services.

5. Use of any information obtained by way of RET is at Client's own risk, and RET specifically denies any responsibility for the accuracy or quality of information obtained through its services. RET uses DigitalOcean for all clients' websites hosting. RET makes no guarantees for specific uptime. For more information on their hosting service, visit their website at https://www.digitalocean.com/

6. RET is not responsible for any damages arising from Client's use of RET services, products, training or by Client's inability to use any RET services for any reason.

7. If this agreement includes services that have ongoing charges, (hosting, service, subscription, or consulting fees), this agreement will automatically renew those services for successive monthly periods unless/until canceled by Client, in writing, prior to the renewal date. Clients that have authorized recurring credit card billing will not be invoiced. Web Hosting prices are subject to change. Renewal of services by Client indicates agreement to contract revisions. If service is canceled during a billing/service period, (monthly or quarterly), fees for the said period will be prorated, and client agrees to pay fees for the time the service was provided. Use of RET services for more than 15 days will incur a full month charge, and no proration will be applied after the 15th day.

a) Please note that we begin billing your monthly service fees once your design is live and connected to the WordPress platform on our server. Billing is not dependent on the design being connected to a particular domain.

b) Should a client be delinquent in payment for hosting/service fees for 4 consecutive weeks, the RET reserves the right to archive (disable from public view) said client's website. Clients will be notified, each attempt (4) via email (as provided, on file, at the time of initiation of the account), and the act of archiving the website. In order to re-activate the website on our servers, the client must pay a non-negotiable unarchiving fee of $99.00. Should the client wish to terminate the monthly contract while delinquent for past charges, the client is still held responsible for delinquent charges.

8. In the case that custom website design work has been contracted and completed, Client expressly agrees to continuously display the text "Design by Real Estate Tomato" (or similar) with the words linking to https://www.realestatetomato.com. Removal of this mandatory text and link will be recognized as failure to comply with the terms posted in this document and grounds for suspension of all hosting services as provided by the RET.

9. RET reserves the right, in its sole discretion, to deactivate the Client's Web Hosting account(s) upon an indication of payment problems such as delinquent payments.

10. Credit Card customers agree to allow RET to bill such cards on each successive billing date without obtaining the user's permission after the initial charge. Credit Card customers must notify RET of any changes in Credit Card Number or expiration date. If the card is not honored for any reason, RET will make one attempt to notify the Client via email (as provided, on file, at the time of initiation of the account). If another method of payment is not established within one week, the account may be converted to a delinquent billing status. Invoices may be sent to the client's address as documented.

11. RET shall not be liable for any taxes or other fees to be paid in accordance with or related to purchases made from Client or Client's use of Web Hosting Services. Client agrees to take full responsibility for all taxes and fees of any nature associated with such products sold.

12. Due to the public nature of the Internet, all information should be considered publicly accessible, and important or private information should be treated carefully. RET is not liable for protection or privacy of electronic mail or other information transferred throughout the Internet or any other network provider or its customers may utilize.

13. Use of distribution lists via unsolicited email or other electronic mailings is strictly prohibited. RET reserves the right to deactivate the Client's Web Hosting account(s) upon an indication of such activity. Client hereby agrees to indemnify and hold harmless RET from any claim resulting from the Client's or another party's use of electronic mail service(s) on the Client's Website

14. The duplication of any RET provided design and/or content onto another platform, not originating from RET is strictly prohibited and cause for client termination. In such a case, RET reserves the right to terminate hosting and service contracts with clients with a 30 day notice to quit.

15. Termination:

a) All Client initiated cancellation requests must be made in writing with 30 days prior notice and sent via US Mail to RET, or to RET Service email (service@realestatetomato.com). Cancellation will not take effect until received. The current month's fees are neither refundable nor prorated if more than 14 days of billing month have passed.

b) RET reserves the right to suspend service without notice for any unpaid or partially paid balances.

c) RET reserves the right to cancel an account at any time. In the event of cancellation by RET, the unused, prorated amount of any deposit or monthly or quarterly fee will be returned to the Client.

d) Should client cancel commitment to contract more than 7 days after contract is initiated, client forfeits half of their initial deposit, not to exceed $500. So if an initial deposit was $500, the client canceling the contract on the 8th day or later would forfeit $250. If they had made an initial deposit of $1000, they would forfeit $500. If they had deposited $3000, they would forfeit just $500.

e) All Client initiated cancellations made after the design phase 'sign off' approval of work performed by RET forfeit any and all monies invested in their project.

f) In the case that a client initiates a cancellation after design work (but not yet signed off), service and/or education has been performed, all monies invested in their project will be refunded, minus the total accumulated billing at an hourly design and standard education rate of $85.00, and $150/hr for advanced training, database service, or custom coding. 5 design hours, 3 service hours and 2 advanced education hours would mean client forfeits $980 upon cancellation.

g) In the case that a project under development falls dormant by lack of communication from client to RET for more than 120 days, client forfeits all monies invested in their project. Clients are no longer eligible for any portion of their investment to be refunded should they decide to cancel and terminate the project. A return to a project that has fallen dormant for more than 120 days will resume at an hourly rate of $85. New installments may also be negotiated for projects that expect to exceed an additional 10 working hours to complete.

h) Real Estate Tomato does not 'hold' client payment installments for more than 90 days after collection. Any monies invested in a project that is canceled due to inactivity is considered forfeited and non-refundable, nor re-applicable should the client wish to resume the project.

i) Real Estate Tomato is not responsible for saving, salvaging, hosting, nor backing-up of any content (articles, files, links, categories, images, videos, podcasts, design, plugins, widgets, uploads, database data, theme files, html, php, css, or the like) for an account that has gone delinquent in payment for more than 90 days. Should an account fall delinquent, and be removed from our servers, it is no longer the responsibility of the RET to service nor maintain it in any fashion. Client is solely responsible for the backing up of any and all content and files should they let their account fall delinquent.

j)In the event of termination of this Agreement, the provisions in this Section and the provisions found throughout this agreement shall survive in perpetuity. Each Client's obligation to pay outstanding hosting and/or installment fees shall survive any termination of this Agreement.

16. Client expressly agrees that use of RET's services is at Client's sole risk. RET, its employees, independent contractors, affiliates, agents, third party information providers, merchants, licensers or the like, warrant that RET Web Hosting Service through Amazon Web Services (AWS) will not be error free or uninterrupted; nor do they make any warranty as to the results that may be obtained from the use of the Web Hosting service of Amazon Web Services (AWS) or as to the accuracy, reliability or content of any information service or merchandise contained in or provided through the RET Web Hosting service of Amazon Web Services (AWS), unless otherwise expressly stated in this agreement

17. Under no circumstances, including negligence, shall RET, its officers, agents or anyone else involved in creating, producing or distributing RET services and products be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use RET services and products; or that results from mistakes, omissions, interruptions, deletion or loss of files or data, errors, defects, delays in operation, or of performance, whether or not limited to "acts of god", communication failure, theft, destruction or unauthorized access to RET records, programs or services. Although RET has constant, consistent, and

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redundant backup systems in place to protect the data of its clients, it must be understood that Client maintains sole responsibility for data backups and restoration. Client hereby acknowledges that this paragraph shall apply to any and all of RET products or services.

18. Notwithstanding the above, Client's exclusive remedies for all damages, losses and causes of actions whether in contract, tort including negligence or otherwise, including any recovery of reasonable attorneys' fees and courts costs, shall not exceed the aggregate dollar amount which Client paid during the term of this Agreement.

19. Prohibited Conduct. User expressly agrees to refrain from doing, either personally or through an agent, any of the following Prohibited Conduct:

- Transmit, install, upload or otherwise transfer any virus, advertisement, communication, or other item or process to the Site that in any way affects the use, enjoyment or service of the Site, or adversely affects RET's computers, servers or databases.
- Capture, download, save, upload, print or otherwise retain information and content available on the Site other than what is expressly allowed by these Terms.
- Permit or provide others Access to the online live classes and/or members only locations using Your username and password or otherwise, or the name & password of another authorized User.
- Copy, modify, reverse engineer, disassemble, redistribute, republish, alter, create derivative works from, assign, license, transfer or adapt any of the software, information, text, graphics, source code or HTML code, or other content available on any of the RETs company websites.
- Remove or modify any copyright, trademark, legal notices, or other proprietary notations from the content available on the Site.
- Violate or attempt to violate RET's security mechanisms, Access any data or server You are not authorized to Access or otherwise breach the security of the Site or corrupt the Site in any way.
- Engage in any other conduct which violates the Copyright Act (unauthorized, or unlicensed use of a 3rd party's work/media/content/image/illustration/artwork) or other laws of the United States.
- Use any device (such as a 'web crawler' or other automatic retrieval mechanism) or other means to harvest information about other Users, the Site or RET.
- Use the Site to violate a third party's intellectual property, personality, publicity or confidentiality rights; upload, download, display, publish, perform, create derivative works from, transmit, or otherwise distribute information or content in violation of a third party's intellectual property rights.
- Misrepresent Your identity or personal information when Accessing the Site; forge any TCP/IP packet header or any part of the header information in any email so that the email appears to be generated by RET.
- Post obscene, harassing, defamatory, filthy, violent, pornographic, abusive, threatening, objectionable or illegal material on the Site; post a communication that advocates or encourages criminal conduct or conduct that may give rise to civil liability.

To ensure that Users of the Site do not engage in Prohibited Conduct, RET reserves the right to monitor use of the Site and reserves the right to revoke or deny Access to any person or entity whose use of the Site suggests Prohibited Conduct.

You agree not to violate any U.S., foreign or international software or technology export laws and regulations, including without limitation the U.S. Export Administration Regulations.

20. WordPress Software: All blogs are built on the WordPress.org Software Platform. RET nor Client has proprietary dominion over the software nor its functionality. RET is not responsible for service outages, errors, customer service, functionality, improvements, accessibility, compatibility or existence of the WordPress.org Software. Our "regular" updates to your WordPress platform are conducted at our discretion.

21. Third Party PlugIns: WordPress.org open source software allows for the development and installation of 3rd party programs (PlugIns) to enhance and add functionalities to the core Site platform used by RET. RET is not, and cannot, be held responsible for the availability, functionality, usability and/or compatibility of these 3rd Party PlugIns. Client uses 3rd PlugIns at their own risk. RET is not liable nor responsible for any errors, service outages, programming conflicts, or other service interruptions caused by 3rd Party Plugins. Our "regular" updates to your 3rd party plugins are conducted at our discretion.

21. BeTheme Theme Builder: Real Estate Tomato uses BeTheme as a theme builder for the development of most client websites. It is used to enhance and add functionalities to the page editing platform. RET is not, and cannot, be held responsible for the availability, functionality, usability and/or compatibility of this 3rd party Theme Building software. RET is not liable nor responsible for any errors, service outages, programming conflicts, or other service interruptions caused by the use of BeTheme. Should BeTheme fail to function due to error, unavailability, or conflict, RET will work to resolve the issue in good faith. This resolution could be in the reinstallation of BeTheme, the upgrading of BeTheme, the replacement of BeTheme, or troubleshooting the issue with the creators of BeTheme.

22. All client provided graphic design is property of the client with the understanding that RET may incorporate elements of provided graphic design in future clients' designs. Content created by client is considered property of the client and will not be used by RET for future clients' web content.

23. Placing a Project on Hold After 90 Days: If client has been unresponsive to our attempts to contact them regarding training classes or design meetings for more than 90 calendar days, the client's project will be placed 'On Hold'. 'On Hold' Status entails archiving their project in the Project Path; RET will no longer chase the client for missed appointments or updates, all web design production will be suspended, all to-dos will be suspended, all milestones will be suspended and client will be removed from all RET calendars. Should client resurface, after being unresponsive for 90 calendar days, looking to resume the production of their website and/or their training program, there is a mandatory, non-negotiable $99.00 'Un-Archiving' Fee to be paid by client to RET before any new appointments are scheduled, or design production is resumed. Please note: In the case that a project is archived, per Terms 15f and 15g above, all monies invested by client into project are considered forfeited and non-refundable, nor re-applicable should client wish to resume project.

24. Browser Compatibility: RET Guarantees that your new site will render properly on the following web-browsers: Current versions of Chrome, Firefox, Brave, Microsoft Edge, and Safari. However, because of continuous upgrades and releases of these 3rd party internet browsing platforms, we can not be held responsible for rendering inconsistencies that may occur subsequent to your website launch. Therefore, all Stylesheet and Design edits requested because of browser issues on versions released subsequent to your website's launch and approval are performed at $85/hr.

25. Resolution Compatibility: RET Guarantees that your new site will render properly on Mobile Devices, Portable Devices, and Desktop Devices no older than 36 months from the date of project launch. RET cannot be held responsible for rendering inconsistencies that may occur on devices older than 36 months. Therefore, all Stylesheet and Design edits requested because of resolution compatibility issues on devices older than 36 months to your website's design approval are performed at $85/hr.

26. Website Load Speed Guarantee: RET makes no guarantee of website load speeds. Due to 3rd party elements such as theme code, plugins, javascript, applets, APIs, data feeds, server calls, etc, it is impossible to make any load speed guarantee. Other elements such as media size uploads, design animations, lengthy page sections

and other client added decisions can also have an effect on load speeds and should be considered by the client before and post launch of their website. With availability, RET can be contracted to perform speed improvement suggestions offered by 3rd party website speed analyzers at a rate of $85/hr. However, RET continues to make no guarantee of website load speeds after being contracted to address any 3rd party website speed analyzers' suggestions.

27. Clients are responsible for the creation, placement and publishing of all content on their websites. RET is not responsible for the layout or display of the content on the pages and posts that are created by clients. On the management of pages, posts, footers, headers and sidebars, clients are responsible for the development and management of lead forms, the embedding of slideshows, videos, podcasts, interactive maps, and other similar third-party widgets, features and functionalities. With availability, RET can be contracted to perform these tasks for clients at a rate of $85/hr.

28 ADA Compliance
Due to the dynamic nature of website content and the evolving standards and interpretations of ADA compliance, we cannot guarantee that all aspects of the websites we design and develop will be ADA compliant at all times.
The client understands that Real Estate Tomato designed and developed website is not guaranteed to be ADA compliant. ReadTomato has made reasonable efforts to make the website accessible to people with disabilities, but it is possible that there may be some accessibility issues that have not been identified.
The client agrees to use the website at their own risk and to accept responsibility for any legal consequences that may arise from the website's non-compliance with the ADA.
We encourage our clients and users to notify us if they encounter any accessibility barriers while using our websites. We value this feedback and will work with the users and Client to address these concerns to improve the accessibility of our websites.

29. Entire Understanding: The agreement contained in this Contract constitutes the sole agreement between RET and Client regarding its web design, software development, programming, training, web hosting and/or other services. This agreement shall be governed and construed in accordance with the laws of the State of California.

If you wish to suspend your monthly billing for service and hosting you lose the following:

1. Our Cloud Hosting Services through DigitalOcean. It's fast, secure, backed up and live 99.99% of the time
2. Our Advanced Spam and Bruteforce Hacking Protection. We block 1000s of attacks per hour.
3. Wordpress Core Upgrades performed by us ~10x/year giving you the latest, greatest platform Wordpress has to offer
4. 3rd Party PlugIn Support (regular updates, troubleshooting, and conflict resolutions)
5. Customer Service:
- Minor edits (under 20 mins) will be executed at no charge.
- You break it, we fix it at no charge*
- Your questions answered within 24 business hours.
- Opportunity to schedule 15 minutes per month for a live call with any service technician.

Without our service subscription, all service requests will be performed at $85/hr.

*If you break it within Wordpress we will fix it at no charge. Any issues caused by accessing actual theme files or FTP access files will be addressed at our regular rate of $85/hour. Site issues caused by 3rd parties are not covered by your service and support subscription. If you need the help of Real Estate Tomato to resolve issues caused by 3rd parties it will be performed at $85/hr. This includes investigation and any attempts at resolution. Introducing a 3rd party to add content, optimize, fix, improve, or otherwise is done at your own risk and expense.

Effective Date, 7/3/2023 - Real Estate Tomato