

Terms of Use

Effective Date: June 3, 2024

These Terms of Use ("**Terms of Use**") constitute an agreement between Independent Community Broker Network (for purposes of these Terms of Use, "**ICBN**," "**us**," "**we**" or "**our**") and the party agreeing to these terms ("**Customer**," "**you**," or "**your**"). Please read these Terms of Use carefully because they govern your use of the website located at <https://www.myicbn.com>. To make these Terms of Use easier to read, the Sites and our services are collectively called the "**Services**". By accessing or using the Services, you expressly agree and consent to these Terms of Use. If you do not agree to be bound by the Terms of Use, do not use the Services. If you are accessing and using the Services on behalf of a company (such as your employer) or other legal entity, you represent and warrant that you have the authority to bind that entity to these Terms of Use. In that case, "you" and "your" will refer to that entity.

IMPORTANT NOTICE REGARDING ARBITRATION: IF YOU ARE AN INDIVIDUAL, WHEN YOU AGREE TO THESE TERMS OF USE YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND ICBN THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTION 13.A "DISPUTE RESOLUTION; INDIVIDUALS" BELOW FOR DETAILS REGARDING ARBITRATION.

1. PRIVACY POLICY.

Please review our Privacy Policy which also governs your use of the Services, for information on how we collect, use and share your information. <https://rb.gy/8thde9>

2. YOUR REGISTRATION OBLIGATIONS.

1. You may use the Services only if you are at least 18 years of age and are not a person barred from receiving services under the laws of the applicable jurisdiction. For certain features of the Services, you will need to create an account and become a "**User**". You also agree to provide true, accurate, current, and complete information about yourself as prompted by the Services' registration form.
2. You acknowledge that you have no ownership rights in your account. If you or ICBN cancels your account, all your account information, and any files, Documents (as defined below), and any other materials you provided, created or associated with your account (collectively with Documents, "**User Content**") will be deleted and removed from the Services. You should know that in certain instances some User Content may continue to be available on the Services for some period of time because of delays in effecting deletion or through cached copies retained by third parties. To the maximum extent permitted by law, we are not responsible or liable for the removal or deletion of (or the failure to remove or delete) any of your User Content.

3. USE OF SITES' CONTENT.

Subject to your compliance with these Terms of Use, ICBN grants you a non-exclusive, non-transferable, revocable license (a) to access (but not through scraping, spidering, crawling or other technology or software used to access data without the express written consent of ICBN) and use the Sites strictly in accordance with these Terms of Use; (b) to share information regarding ICBN and the Services with friends, relatives and trusted advisors; and (c) to print out discrete information from

the Sites solely for personal, non-commercial purposes so long as you maintain all copyright and other policies contained therein.

4. PAYMENT.

1. While certain Services are provided free of charge, some of our Services require payment. In order to use our Services that have fees associated with them, you must select a payment method and provide accurate billing and payment information when prompted. You agree to pay ICBN for all charges incurred under your account, including all applicable taxes, fees, and surcharges. You authorize ICBN to charge your designated payment method for such charges. If ICBN, for any reason, does not receive payment from your designated payment method, you agree to pay all amounts due upon demand by ICBN or its operators. Every time you use the Services, you reaffirm that (i) ICBN (or its designated vendor acting as its billing agent) is authorized to charge your designated payment method; (ii) ICBN may submit charges incurred under your account for payment; and (iii) you will be responsible for such charges.

2. Please note that ICBN uses a domestic or an international third-party payment service, the latter of which may result in international transactions fees billed to your credit card, (collectively, the "**Payment Service**"), to collect payments for all fees. At the time of purchase, you will provide ICBN your payment information and we will pass that along to the Payment Service. Please note that any international transaction fees that you may incur are charged by your bank and not by ICBN. All questions concerning such fees should be directed towards your bank. Any information you provide us in connection with payment that we provide to the Payment Service may also be subject to the Payment Service's user agreement and privacy policy. You acknowledge and agree that ICBN is not, and will not be, responsible or liable for the Payment Service's services, its site or any acts or omissions of the Payment Service. Price and availability of any Services are subject to change without notice. Refunds and exchanges will be subject to ICBN's refund and exchange policies then in effect. You agree to pay all charges that may be incurred by you or on your behalf through the Services, at the price(s) in effect when such charges are incurred, including without limitation, any taxes that may be applicable.

3. Subscriptions. If you purchase a subscription to the Services, you will be charged the monthly or annual subscription fee, plus any applicable taxes, and other charges ("**Subscription Fee**"), at the beginning of your subscription and each month or year thereafter, as applicable, at the then-current Subscription Fee. BY PURCHASING A SUBSCRIPTION, YOU AUTHORIZE ICBN TO INITIATE RECURRING NON-REFUNDABLE PAYMENTS AS SET FORTH BELOW. If you purchase a subscription, we (or our Payment Service) will automatically charge you each month or year, as applicable, on the anniversary of the commencement of your subscription, using the payment information you have provided until you cancel your subscription. By agreeing to these Terms of Use and electing to purchase a subscription, you acknowledge that your subscription has recurring payment features and you accept responsibility for all recurring payment obligations prior to cancellation of your subscription by you or ICBN. Your subscription continues until cancelled by you or we terminate your access to or use of the Services or subscription in accordance with these Terms of Use.

7. REFUND AND CUSTOMER SATISFACTION POLICY.

We want you to be 100% satisfied with our Services. If you are less than satisfied or feel there has been an error in billing, please contact us immediately by email at agentsupport@myICBN.com or by phone at 1-888-3414 so that we can help you resolve the issue.

There are no refunds for services booked unless required by law, even if the term of usage is not completed. You may reschedule one appointment time without penalty within a purchased consultation set. Any future reschedules result in forfeiture of that appointment.

8. THIRD PARTY SITES OR RESOURCES.

You may obtain access to third party sites or other resources through the Services. We provide such access only as a convenience and we do not undertake any responsibility or liability for information, products, or services of third parties even if you access them through our Services. Your correspondence or business dealings with any such third party (including advertisers found on or through the Services), are solely between you and such third party. You agree that ICBN shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such third parties' links and/or ads on the Services and ICBN expressly disclaims any responsibility or liability for any material communicated by third parties through the Services or for any claims, damages or losses resulting from the use thereof.

9. REPRESENTATIONS AND WARRANTIES; DISCLAIMERS.

1. No Representations or Warranties by ICBN. ICBN MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES OR THE CONTENT OR MATERIALS MADE AVAILABLE BY ICBN THROUGH THE SERVICES (INCLUDING, WITHOUT LIMITATION, THE ICBN LIBRARY) ("**ICBN CONTENT**"), ALL OF WHICH ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WITHOUT LIMITING THE FOREGOING, ICBN DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF THE COURSE OF DEALING OR USAGE OF TRADE. ICBN makes no representations or warranties that the Services (including the ICBN Content) will be uninterrupted or error-free, that defects will be corrected or that the Services are free from viruses, worms, or other harmful components. If your use of the Services results directly or indirectly in the need for servicing or replacing equipment or data, ICBN is not responsible for those costs. ICBN also makes no representations or warranties as to whether the information accessible via the Services (including the ICBN Library and any information posted by Users or third parties), is accurate, complete, current, reliable, or truthful. ICBN assumes no responsibility for the timeliness, deletion, mis-delivery, or failure to store any user communications or personalization settings.

2. Nothing on the Services shall be considered an endorsement, representation, or warranty with respect to any User or third party, whether in regard to its website, products, services, experience, recruiting, hiring or otherwise. No advice or information obtained by any User from ICBN or its personnel shall create any warranty not expressly provided for in these Terms of Use. You agree that any reliance on materials/information posted by Users or on any other form of communication with Users will be at your own risk. ICBN acts as, among other things, a portal for the online distribution and publication of User submitted information and has no obligation to screen communications or information in advance and is not responsible for screening or monitoring User posted material or information, although it reserves the right to do so.

3. No Guaranty of Results. ICBN makes no representations or guarantees regarding the effectiveness or timeliness of the Services in meeting objectives of Users. ICBN does not guarantee that Documents created, checked, or reviewed using the Services, including Documents based on

the ICBN Library, will result in an agreement, contract, or successful application, for whatever reason made, made by any User or third party.

4. Changes to the Services. ICBN reserves the right at any time to modify or discontinue, temporarily or permanently, the Services (or any part thereof) without advance notice. This includes modifying or discontinuing any templates and forms included in the ICBN Library.

5. The disclaimers of warranties in this section do not apply to North Carolina consumers.

10. LIMITATION OF LIABILITY.

1. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER ICBN NOR ITS SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ICBN OR ITS SERVICE PROVIDERS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

2. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ICBN'S MAXIMUM LIABILITY TO YOU ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE OR FROM THE USE OF OR INABILITY TO USE THE SERVICES SHALL BE LIMITED TO, IN THE AGGREGATE, THE AMOUNTS YOU HAVE PAID TO ICBN FOR USE OF THE SERVICES OR U.S. \$50.00 IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO ICBN, AS APPLICABLE.

3. BECAUSE USER AUTHENTICATION OVER THE INTERNET IS DIFFICULT, ICBN CANNOT AND DOES NOT CONFIRM EACH USER'S IDENTITY. WE ARE NOT INVOLVED IN USER-TO-USER DEALINGS NOR DO WE CONTROL THE BEHAVIOR OF USERS OF THE SERVICES. THEREFORE, IN THE EVENT THAT YOU HAVE A DISPUTE WITH ONE OR MORE USERS, YOU RELEASE ICBN (AND OUR AGENTS AND EMPLOYEES) FROM CLAIMS, DEMANDS AND DAMAGES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

4. The limitations of liability in this section do not apply to North Carolina consumers.

11. PROPRIETARY RIGHTS.

1. ICBN's Intellectual Property. The Services and the ICBN Content (including the ICBN Library) are the sole property of ICBN and/or its affiliates or its licensors and is protected by U.S. copyright and international treaties. ICBN reserves for itself and its licensors all right, title and interest in and to the Services, including all intellectual property rights therein. "ICBN" and the ICBN design logo are service or trademarks of ICBN. All related products and service names, design marks and slogans are also the service marks or trademarks of ICBN. In addition, the "look" and "feel" of the Services (including color combinations, button shapes, layout, design, and all other graphical elements) are protected by ICBN's trademarks, service marks and copyrights. You agree that the Services and any

software used in connection with the Services contain proprietary and confidential information that is protected by applicable intellectual property and other laws.

2. Permissions to the ICBN Content. Subject to your compliance with these Terms of Use, ICBN grants to you a limited, non-exclusive, non-transferable license, with no right to sublicense, to (a) access and view the ICBN Content, and (b) use the ICBN Library to create your Documents, solely in connection with your permitted use of the Services.

3. Permissions to Your User Content. Subject to ICBN's rights in and to the ICBN Content (including the ICBN Library), each User retains ownership of his or her User Content. However, in order to make your User Content available on the Services and to provide you the Services, ICBN needs certain rights to your User Content. As such, by submitting any User Content into the Services, including Documents, you grant to ICBN a worldwide, non-exclusive, transferable, royalty-free, fully-paid up, perpetual, irrevocable right and license, without compensation or further notice to you: (a) to use, reproduce, distribute, adapt (including without limitation edit, modify, translate, and reformat), create derivative works of, publicly display and publicly perform such User Content, and the contents of such User Content, in any media now known or hereafter developed, for ICBN's business, marketing and promotional purposes and (b) to sublicense the foregoing rights, through multiple tiers, to the maximum extent permitted by applicable law; provided however, that in each case, with respect to the Documents you submit, such rights shall be subject to any restrictions or limitations established by you in connection with your creation or maintenance of such Document (for example, if you limit availability of your Document, ICBN will use commercially reasonable efforts to ensure that the availability of your Document complies with the settings you selected). By way of further explanation, ICBN would not be able to perform many of the services we offer without your granting ICBN these rights. For example, without the right to "adapt," we would be unable to make the necessary changes to the User Content so that the User Content meets our technical criteria; without the right to reproduce, we would be unable to make copies of the User Content on our servers to post the User Content. As noted, this license is non-exclusive (so you can license your User Content to others), worldwide (as the Internet is global in its reach), fully-paid up and royalty-free (so that we do not have to pay you for posting your User Content) and sub-licensable through multiple tiers (so that we can use our subcontractors to provide Services).

4. Your responsibility for User Content. For each item of User Content, you represent and warrant that you have all rights necessary for you to grant the licenses granted in this section and that such User Content and your provision thereof to and through the Services comply with all applicable laws, rules, and regulations. You acknowledge that you are solely responsible for verifying any and all information contained in your User Content, including, without limitation, confirming your own data, terms or language, and that ICBN is not responsible for correcting any information provided by you to any third party.

5. DMCA/Copyright Policy. ICBN respects copyright law and expects its users to do the same. It is ICBN's policy to terminate in appropriate circumstances Users who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders. Please see ICBN's Copyright and IP Policy at ICBN.com/copyright-policy for further information.

12. FITNESS FOR USE.

ICBN makes no representation that materials on these Services are appropriate or available for use in any particular location. Those who choose to access the Services do so on their own initiative and are responsible for compliance with local laws.

13. DISPUTE RESOLUTION.

A. Individuals. If you are an individual, the provisions of this Section 13.A apply to you with respect to any dispute, claim or controversy arising out of or relating to these Terms of Use or the breach, termination, enforcement, interpretation, or validity thereof or the use of the Services (collectively, "**Disputes**"):

1. Mandatory Arbitration of Disputes. We each agree that any Disputes will be resolved solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding. You and ICBN agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these Terms of Use, and that you and ICBN are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms of Use.

2. Exceptions. As limited exceptions to Section 13.A(1) above: (i) we both may seek to resolve a Dispute in small claims court if it qualifies; and (ii) we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights.

3. Conducting Arbitration and Arbitration Rules. The arbitration will be conducted by the American Arbitration Association ("**AAA**") under its Consumer Arbitration Rules (the "**AAA Rules**") then in effect, except as modified by these Terms of Use. The AAA Rules are available at www.adr.org or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at www.adr.org.

Any arbitration hearings will take place in the county (or parish) where you live, unless we both agree to a different location. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability, and scope of this arbitration agreement.

4. Arbitration Costs. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules, and we won't seek to recover the administration and arbitrator fees we are responsible for paying, unless the arbitrator finds your Dispute frivolous. If we prevail in arbitration, we'll pay all of our attorneys' fees and costs and won't seek to recover them from you. If you prevail in arbitration, you will be entitled to an award of attorneys' fees and expenses to the extent provided under applicable law.

5. Injunctive and Declaratory Relief. Except as provided in Section 13.A(2) above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either party and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the extent that you or we prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.

6. Class Action Waiver. YOU AND ICBN AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, if the parties' dispute is resolved through arbitration, the arbitrator may not consolidate another person's

claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Section 13.A "Dispute Resolution; Individuals" shall be null and void.

7. Effect of Changes on Arbitration. Notwithstanding anything to the contrary in these Terms of Use, if ICBN changes any of the terms of this Section 13.A "Dispute Resolution; Individuals" after the date you most recently accepted these Terms of Use, you may reject any such change by sending us written notice (including by email to info@ICBN.com) within 30 days of the date such change became effective, as indicated in the "Last Updated" date above or in the date of ICBN's email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and ICBN in accordance with the terms of this Section 13.A "Dispute Resolution; Individuals" as of the date you most recently accepted these Terms of Use.

8. Severability. With the exception of any of the provisions in Section 13. A(6) of these Terms of Use ("**Class Action Waiver**"), if an arbitrator or court of competent jurisdiction decides that any part of these Terms is invalid or unenforceable, the other parts of these Terms of Use will still apply.

B. Legal Entities. If you are a company or other legal entity, the provisions of this Section 13.B apply to you with respect to any Disputes:

The exclusive jurisdiction for all Disputes will be the state and federal courts located in the county of Tampa, Florida, and you and ICBN each waive any objection to jurisdiction and venue in such courts. The exclusive jurisdiction provision above does not apply to North Carolina customers.

14. GENERAL TERMS.

1. Entire Agreement. These Terms of Use constitute the entire agreement between you and ICBN and govern your use of the Services, superseding any prior agreements between you and ICBN with respect to the Services.

2. User Remedies. You acknowledge that, except as expressly provided elsewhere in these Terms of Use, your only right with respect to any dissatisfaction with any modification or discontinuation of Services made by ICBN or any policies or practices in providing the Services, including without limitation any change in content or any change in the amount or type of fees or charges associated with the Services, is to cancel your subscription to the Services or your account. In no event shall you seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of the Services, exploitation of any advertising or other materials issued in connection therewith, or exploitation of the Services or any content or other material used or displayed through the Services.

3. Choice of Law and Forum. The Terms of Use and the relationship between you and ICBN and any action related thereto shall be governed by the laws of the State of Florida without regard to its conflict of law provisions and, if the terms of Section 13.A "Dispute Resolution, Individuals" apply to you, the Federal Arbitration Act and federal arbitration law. If the terms of Section 13.A "Dispute Resolution, Individuals" apply to you, then except as otherwise expressly set forth in Section 13.A, the exclusive jurisdiction for all Disputes that you and ICBN are not required to arbitrate will be the state and federal courts located in the county of Tampa, Florida, and you and ICBN each waive any objection to jurisdiction and venue in such courts. The exclusive jurisdiction provision above does not apply to North Carolina customers.

4. Indemnity. You agree to defend, indemnify, and hold harmless ICBN (and its officers, directors, employees, and agents) from and against any third-party claims, actions or demands (including, without limitation, costs, damages, and reasonable legal and accounting fees) alleging or resulting

from or in connection with your use of the Services, Documents posted by you on the Site or distributed by you through the Services or your breach of these Terms of Use. ICBN shall use reasonable efforts to provide you, prompt notice of any such claim, suit, or proceeding and may assist you, at your expense, in defending any such claim, suit or proceeding.

5. Waiver and Severability of Terms. The failure of ICBN to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision. If any provision of the Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Use remain in full force and effect.

6. Amendment. We reserve the right to update or amend these Terms of Use at any time at our sole discretion. If we do, we will let you know by posting updated Terms of Use to the Sites and/or through other communications. If you continue to use the Services after we have posted updated Terms of Use it means that you accept and agree to the changes. If you don't agree to be bound by the changes, you may not use the Services anymore. If applicable to you, the only exception is for changes to the "Dispute Resolution; Individuals" section, for which you have followed the process in Section 13.A(7).

7. Term and Termination. These Terms of Use are effective until terminated. ICBN, at its sole discretion, may terminate your access to or use of the Services, at any time and for any reason. Such termination, including deactivation or deletion of your account, and all related User Content may happen without prior notice. To the maximum extent permitted by law, ICBN shall not be liable to you or any third party for any termination of your access to the Services or to any User Content and shall not be required to make such User Content available to you after any termination. Sections 6-14 shall survive such termination.

8. Notice. For purposes of notices about the Services to you, notice shall consist of an email from ICBN to the email address associated with your account, regardless of any other information we may have. ICBN also may, at its option, communicate with you through your account or through other means including email, mobile number, telephone, or delivery services including the US Postal Service. ICBN shall have no liability associated with or arising from your failure to maintain accurate contact or other information, including, but not limited to, liability for your failure to receive important information about our Services.

9. Customer Service. As part of the Services, we may make live customer service agents available to our Users to discuss transactional or other issues telephonically or through electronic or written communications. Customer service representatives are not permitted and do not have authority to bind ICBN or to contravene these Terms of Use. In addition, ICBN expressly disclaims any liability for information provided by its customer service representatives to the extent the information is beyond or inconsistent with information set forth herein.

10. Section Titles. The section titles in the Terms of Use are for convenience only and have no legal or contractual effect.

11. Assignment. You may not assign or transfer these Terms of Use, by operation of law or otherwise, without ICBN's prior written consent. Any attempt by you to assign or transfer these Terms of Use, without such consent, will be null. ICBN may freely assign or transfer these Terms of Use without restriction. Subject to the foregoing, these Terms of Use will bind and inure to the benefit of the parties, their successors and permitted assigns.

15. CONTACT INFORMATION.

If you have questions about these Terms of Use or the Services, please contact us at agentsupport@myicbn.com.