

Call Answering Agreement and Terms of Service

Zion Call Management LLC ("Zion," "we," "our," or "us") is happy to provide you with its services, including all versions and upgrades thereto, and any third-party services that we may procure on your behalf (collectively, the "Services"). Your use of the Services is subject to and governed by the terms and conditions in these Terms of Service (the "Terms" or this "Agreement"). We may, at our discretion, update the Terms at any time. You can access and review the most current version of the Terms by reaching out to us, or as we otherwise make available.

PLEASE REVIEW THE TERMS CAREFULLY. BY SIGNING UP FOR OUR SERVICE OR OTHERWISE ACCESSING OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THE TERMS, INCLUDING ANY UPDATES OR REVISIONS POSTED HERE OR OTHERWISE COMMUNICATED TO YOU. IF YOU ARE ENTERING INTO THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED AND LAWFULLY ABLE TO BIND SUCH ENTITY TO THESE TERMS, IN WHICH CASE THE TERM "YOU" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICES

THE TERMS REQUIRES FINAL AND BINDING ARBITRATION TO RESOLVE ANY DISPUTE OR CLAIM ARISING OUT OF OR RELATING IN ANY WAY TO THE TERMS, OR YOUR ACCESS TO OR USE OF THE SERVICES, INCLUDING THE VALIDITY, APPLICABILITY OR INTERPRETATION OF THE TERMS, AND YOU AGREE THAT ANY SUCH CLAIM WILL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION, ARBITRATION OR OTHER SIMILAR PROCESS. PLEASE REVIEW SECTION 22 CAREFULLY TO UNDERSTAND YOUR RIGHTS AND OBLIGATIONS WITH RESPECT TO THE RESOLUTION OF ANY CLAIM.

1. This Agreement grants Zion and its employees the right to be and act as authorized representatives of your business. Zion reserves the right to adjust pricing for any of its services at any time, including service fees that may be charged directly to your customers or tenants when collecting payment.
2. Zion reserves the right to be open for business on days and during times of its own discretion. Zion is not responsible for answering or managing any phone calls, emails, and text messages placed by tenants, owners, and employees of your business outside of Zion's operating hours.
3. Zion and its employees shall not be liable for incidental or consequential losses, damages or expenses, directly or indirectly arising from the products or services, or from any other cause with respect to the products or services of this Agreement, whether such claim is based upon breach of contract, strict liability in tort, negligence, or any other legal theory. Zion is not responsible and shall not be held liable for acquiring signatures for your agreement / lease agreement with your tenants / customers, or enforcing or upholding your agreement/ lease agreement with your tenants / customers. Zion is not responsible and shall not be liable for who you do business with, who rents from you / at your facility or their property and personal information. Zion shall not be liable for any losses resulting from fraudulent activity, property damage, and personal harm. Zion shall not be liable for any damages or losses to your business by you, a tenant, a customer, natural disaster, or any other reason. Zion does not guarantee and shall not be liable for any data entered or maintained, such as customer information or financial transactions processed, in your management software and/or merchant account. Any legal dispute or claim brought against Zion shall be resolved through arbitration in the state of Utah.
4. Your first payment will be deducted within one week from the time this Agreement is signed unless otherwise agreed upon. Zion may terminate this Agreement at any time and for any reason. You must submit a 48-hour written cancellation notice to an authorized representative of Zion to cancel any service.
5. **GRANT OF RIGHTS**
Subject to and conditioned upon your compliance with these Terms (including all Additional Terms), Zion grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license: (a) to access and view pages within the Services (b) to the extent that the Services provides access to any online

software, applications or other similar components, to access and use such components only within the Services and only in the form found within the Services, in each case only for your internal business purposes.

6. PERSONAL INFORMATION; REGISTRATION; ACCOUNT

(a) You acknowledge and agree that by accessing or using the Services, Zion may receive certain information about you, including personal information, and Zion may collect, use, disclose, store and process such information in accordance with these Terms.

(b) In registering for the Services, you agree to: (i) provide true, accurate, current and complete information about yourself (the "Registration Data"); and (ii) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Zion reasonably suspects that you have done so, Zion may suspend or terminate your account.

(c) You are fully responsible for all activities that occur under your account, whether or not you authorized the particular use or user, and regardless of your knowledge of such use. You agree to notify Zion immediately of any unauthorized use of your account or any other similar breach of security.

7. SUPPORT

Except as maybe explicitly agreed to otherwise by Zion in any applicable Additional Terms, Zion is not obligated to provide you any support for the Services and Zion makes no specific service level guarantees. In the event that Zion voluntarily provides you with any support beyond our basic descriptions or that is not explicitly agreed by Zion in any applicable Additional Terms, it shall not be deemed a commitment by Zion to provide you any support in the future, and Zion may choose, in its sole discretion, to discontinue such support at any time and for any reason without any liability to you.

8. RIGHTS TO CONTENT

(a) Zion does not claim ownership of Your Content. However, you grant Zion and its service providers a worldwide, royalty-free, fully-paid-up, non-exclusive, sublicensable, transferable license to use, reproduce, modify, adapt, create derivative works from, publicly perform, publicly display, distribute, make and have made Your Content (in any form and any medium, whether now known or later developed) as necessary to (i) provide access to the Services to you and other users; and (ii) monitor and improve the Services. To the extent you have made Your Content accessible to others within your organization through the Services, you acknowledge and agree that Zion may continue to make Your Content accessible to others within your organization through the Services even after you have cancelled your account or the applicable portion of Your Content from your account.

(b) Except with respect to Your Content, you acknowledge and agree that, as between you and Zion, Zion owns all rights, title and interest (including all intellectual property rights) in the Services, and all improvements, enhancements or modifications thereto, including all Content and other materials therein. The Services is protected by U.S. and international copyright, trademark, patent and other intellectual property laws and treaties. Zion reserves all rights not expressly granted to you.

(c) As used herein, "Aggregate Data" means Your Content that has been aggregated in a manner that does not reveal any personal information and cannot reasonably be used identify you, your organization or its customers or vendors as the source of such data. You acknowledge and agree that Zion may collect or generate Aggregate Data in connection with providing you with access to or use of the Services, and, subject to your provision of consent, you hereby grant Zion and its service providers a perpetual, irrevocable, worldwide, royalty-free, fully-paid-up, non-exclusive, sublicensable, transferable license to use,

reproduce, modify, adapt, create derivative works from, publicly perform, publicly display, distribute, make and have made Aggregate Data (in any form and any medium, whether now known or later developed) for any lawful purpose.

(d) Except with respect to Your Content and subject to the limited rights expressly granted to you in Section 5, you may not: (i) use, reproduce, modify, adapt, create derivative works from, publicly perform, publicly display, distribute, make, have made, assign, pledge, transfer or otherwise grant rights to the Services; (ii) reverse engineer, disassemble, decompile or translate, or otherwise attempt to derive the source code, architectural framework or data records of any software within or associated with the Services; (iii) frame or utilize any framing technique to enclose any Content; (iv) access the Services for the purpose of developing, marketing, selling or distributing any product or service that competes with or includes features substantially similar to the Services or any products or services offered by Zion; (v) rent, lease, lend, sell or sublicense the Services or otherwise provide access to the Services as part of a service bureau or similar fee-for-service purpose; (vi) remove or obscure any proprietary notice that appears within the Services; or (vii) use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

(e) You acknowledge and agree that we may record calls between you or your agents and us (or between your current or prospective tenants and us) for quality assurance and training purposes, including when a call is placed on hold ("Call Recordings"). Any Call Recordings are our sole and exclusive property and may be retained or destroyed by us in our sole discretion. We may use Call Recordings for any lawful business purpose. Unless otherwise required by applicable law, rule, regulation or court order, we have no obligation to provide you with any Call Recordings.

(f) You acknowledge that the Services, these Terms, Call Recordings and any other confidential information provided by us constitutes valuable proprietary information and trade secrets ("Confidential Information"). You agree to preserve the confidential nature of any Confidential Information you receive by retaining and using it in confidence. You may use Confidential Information solely for your internal business use in connection with your use of Services, and you may not provide such Confidential Information to any third party, except with our prior written consent.

9. **USER CONDUCT** – You agree that you, including any affiliate or person under your control or direction, shall not:

(a) impersonate any person or entity, including Zion personnel, or falsely state or otherwise misrepresent your affiliation with any person or entity;

(b) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Services;

(c) act in a manner that negatively affects the ability of other users to access or use the Services;

(d) take any action that imposes an unreasonable or disproportionately heavy load on the Services or its infrastructure;

(e) interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services;

(f) use spiders, crawlers, robots, scrapers, automated tools or any other similar means to access the Services, or substantially download, reproduce or archive any portion of the Services;

(g) sell, share, transfer, trade, loan or exploit for any commercial purpose any portion of the Services, including your user account; or

(h) violate any applicable local, state, provincial, federal or international law or regulation.

10. FEES

(a) You are solely responsible for any data, usage and other charges assessed by mobile, cable, internet or other communications services providers for your access to and use of the Services. Some features of the Services are free to use, but fees may apply for premium features and other components. If there is a fee listed for any portion of the Services, by accessing or using that portion, you agree to pay the fee or agree to allow Zion to directly charge your customers / tenants a fee. Your access to the Services may be suspended or terminated if you do not make payment on time or in full.

(b) For all Services you agree to pay the specified fees and you authorize us to charge you according to the monthly plan level you choose and any other charges you may incur in connection with your use of the Services. A valid credit card or ACH account may be required for you to use the Services on a month-to-month basis. The Services are billed in advance on a monthly basis and such fees are non-refundable. There will be no refunds or credits for partial months, or for months unused with an open account. We reserve the right to change rates upon thirty (30) days' notice. Such notice may be provided at any time by posting the changes to our website or by email.

(c) The service period for each of our Services that you have selected to receive will begin on the day your payment method is charged and will continue until the day before your next charge is scheduled. If you do not cancel the applicable Services at least forty-eight (48) hours prior to your next scheduled charge, your payment method will be charged.

11. TENANT PROTECTION PLANS / INSURANCE POLICIES

Your Management Software may offer/administer tenant protection plans and/or insurance policies. Zion may sell or add these policies/plans for your tenants. Please refer to your Management Software Terms and Conditions regarding these plans / policies.

12. PAYMENT PROCESSING

Zion acknowledges its responsibility for the protection of all cardholder data that it possesses or otherwise stores, processes, or transmits on behalf of our customers. Zion has implemented reasonably appropriate data protection measures to help ensure a level of security commensurate to the risks. Zion may separately charge Your customers / tenants a service fee ("Convenience Fee") when collecting payment from them. At Zion's discretion, the Convenience Fee may be a flat fee or percentage of the payment being collected.

13. SUGGESTIONS

If you elect to provide or make available to Zion any suggestions, comments, ideas, improvements or other feedback relating to the Services ("Suggestions"), you hereby grant Zion and its service providers a perpetual, irrevocable, worldwide, royalty-free, fully-paid-up, non-exclusive, sublicensable, transferable license, to use, reproduce, modify, adapt, create derivative works from, publicly perform, publicly display, distribute, make, have made, assign, pledge, transfer or otherwise grant rights in your Suggestions in any form and any medium (whether now known or later developed), without credit or compensation to you.

14. LINKS AND EXTERNAL MATERIALS

The Services may provide links or other connections to other websites or resources. You acknowledge and agree that Zion does not endorse and is not responsible for any content, advertising, products, services or other materials on or available through such sites or resources ("External Materials"). External Materials are subject to different terms of use and privacy policies. You are responsible for reviewing and complying with such terms of use and privacy policies. You further acknowledge and agree that Zion shall not be liable for any damage or loss resulting from or arising out of use of or reliance on any External Materials.

15. MODIFICATION TO THE SERVICES

Zion reserves the right to modify, suspend or discontinue the Services or any product or service to which it connects, with or without notice, and Zion shall not be liable to you or to any third party for any such modification, suspension or discontinuance. Zion may at its sole discretion from time to time develop patches, bug fixes, updates, upgrades and other modifications to improve the performance of the Services or related services ("Updates").

16. INDEMNIFICATION

You shall indemnify, defend and hold Zion and its affiliates, and each of their officers, directors, employees, agents, partners and licensors (collectively, "Zion Parties") harmless from and against any claim, demand, loss, damage, cost, liability and expense, including reasonable attorneys' fees, resulting from or arising out of: (a) Your Content; (b) your violation of these Terms, any law or regulation, or any rights (including intellectual property rights) of another party; or (c) your use of the Services.

17. DISCLAIMERS

(a) YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ZION PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED OR ARISING FROM STATUTE, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ZION PARTIES MAKE NO WARRANTY OR REPRESENTATION THAT: (i) THE SERVICES WILL MEET YOUR REQUIREMENTS; (ii) ACCESS TO THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) OR THE INFORMATION, CALCULATIONS AND ANY RESULTS THAT MAY BE OBTAINED FROM ACCESS TO OR USE OF THE SERVICES WILL BE ACCURATE, RELIABLE, CURRENT OR COMPLETE. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR VERIFYING THE ACCURACY AND COMPLETENESS OF ALL CONTENT SUBMITTED TO OR OBTAINED FROM THE SERVICES BEFORE TAKING ANY ACTION BASED UPON SUCH CONTENT, INCLUDING MAKING ANY PAYMENTS OR COLLECTING ANY AMOUNTS BASED THEREON. YOU ASSUME ALL RISK ASSOCIATED WITH OTHER THIRD-PARTY COMPONENTS, HARDWARE, SOFTWARE AND SERVICES THAT YOU SELECT.

(b) Any model contracts, forms or other documents Zion makes available for your use with your customers ("Model Contracts") are provided for informational purposes only and should not be relied on as legal advice. Nothing herein constitutes the establishment of an attorney-client relationship between you and Zion or anyone involved in the drafting of the Model Contracts and you should seek the advice of legal counsel prior to use of the Model Contracts. By utilizing the Model Contracts, you: (i) assume full responsibility for any loss, damage, or liability resulting from the use of the Model Contracts; and (ii) release Zion and the authors of the Model Contracts, their contributors, agents, licensees, successors and assigns from any and all

known or unknown claims, demands or causes of action that may arise, at any time, out of or relating to your use of any of the Model Contracts.

18. LIMITATION OF LIABILITY

THE ZION PARTIES SHALL NOT BE LIABLE FOR ANY LOST PROFITS OR COST OF COVER, OR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS OR FINANCIAL LOSS, EVEN IF THE ZION PARTIES HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. IN NO EVENT SHALL THE ZION PARTIES' TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING FROM OR RELATING TO THESE TERMS OR YOUR ACCESS TO OR USE OF (OR INABILITY TO ACCESS OR USE) THE SERVICES EXCEED THE GREATER OF FIFTY DOLLARS (\$50) OR THE AMOUNT PAID BY YOU TO ZION FOR ACCESS TO THE SERVICES WITHIN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE APPLICABLE CLAIM AROSE.

19. TERMINATION

Subject to the Additional Terms, if any, if you violate the terms of this Agreement, all rights granted to you hereunder shall terminate immediately, with or without notice to you. Upon termination of these Terms for any reason: (i) you must immediately uninstall and cease using the Services; (ii) Zion, in its sole discretion, may remove and discard Your Content and delete your user account; (iii) any provision that, by its terms, is intended to survive the expiration or termination of these Terms shall survive such expiration or termination; and (iv) all rights granted to you under these Terms shall immediately terminate, but all other provisions shall survive termination. You are solely responsible for the proper cancellation of your account. You may cancel your account at any time by calling or emailing Zion.

20. GOVERNING LAW

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Utah, without regard to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

21. BINDING ARBITRATION AND CLASS ACTION WAIVER

ALL CLAIMS (AS DEFINED IN THIS AGREEMENT) SHALL BE RESOLVED BY BINDING ARBITRATION RATHER THAN IN COURT, EXCEPT THAT YOU MAY ASSERT CLAIMS IN SMALL CLAIMS COURT (DEFINED FOR THE PURPOSES OF THIS AGREEMENT AS A COURT OF LIMITED JURISDICTION THAT MAY ONLY HEAR CLAIMS NOT EXCEEDING \$9,000) IF YOUR CLAIMS ARE WITHIN THE COURT'S JURISDICTION. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED.

The arbitration shall be conducted by the American Arbitration Association (AAA) under its then-applicable Commercial Arbitration Rules or, as appropriate, its Consumer Arbitration Rules. The AAA's rules are available at <http://www.adr.org/>. The arbitrator will, among other things, have the power to rule on his or her own jurisdiction, including any objections with respect to the existence, scope, or validity of the arbitration agreement or to the arbitrability of any Claims. Payment of all filing, administration and arbitrator fees shall be governed by the AAA's rules. The arbitration shall be conducted in the English language by a single independent and neutral arbitrator. For any hearing conducted in person as part of the arbitration, you agree that such hearing shall be conducted in Saint George, Utah or, if the Consumer Arbitration Rules apply,

another location reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances, as determined by the arbitrator. The decision of the arbitrator on all matters relating to the Claim shall be final and binding. Judgment on the arbitral award may be entered in any court of competent jurisdiction.

WE EACH AGREE THAT ALL CLAIMS (AS DEFINED ABOVE) SHALL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, COLLECTIVE, CONSOLIDATED OR REPRESENTATIVE ACTION, ARBITRATION OR OTHER SIMILAR PROCESS AND EXPRESSLY WAIVE ANY RIGHT TO HAVE A CLAIM DETERMINED OR RESOLVED ON A CLASS, COLLECTIVE, CONSOLIDATED OR REPRESENTATIVE BASIS. IF FOR ANY REASON THE PROVISIONS OF THE PRECEDING SENTENCE ARE HELD TO BE INVALID OR UNENFORCEABLE IN A CASE IN WHICH CLASS, COLLECTIVE, CONSOLIDATED OR REPRESENTATIVE CLAIMS HAVE BEEN ASSERTED, THE PROVISIONS OF THIS SECTION 22 REQUIRING BINDING ARBITRATION SHALL LIKEWISE BE UNENFORCEABLE AND NULL AND VOID. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, WE EACH WAIVE ANY RIGHT TO A JURY TRIAL AND AGREE THAT SUCH CLAIM SHALL BE BROUGHT ONLY IN A COURT OF COMPETENT JURISDICTION IN SAINT GEORGE, UTAH. YOU HEREBY SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF SUCH COURTS AND WAIVE ANY OBJECTION ON THE GROUNDS OF VENUE, FORUM NON-CONVENIENS OR ANY SIMILAR GROUNDS WITH RESPECT TO ANY SUCH CLAIM.

Notwithstanding anything to the contrary, you and Zion may seek injunctive relief and any other equitable remedies from any court of competent jurisdiction to protect our intellectual property rights, whether in aid of, pending or independently of the resolution of any dispute pursuant to the arbitration procedures set forth in this Section 22.

If Zion implements any material change to this Section 22, such change shall not apply to any Claim for which you provided written notice to Zion before the implementation of the change.

22. LEGAL COMPLIANCE

You represent and warrant that you are not: (a) located in a country that is subject to a U.S. Government embargo or designated by the U.S. Government as a "terrorist supporting" country; and (b) listed on any U.S. Government list of prohibited or restricted parties, including the Specially Designated Nationals List.

23. NO THIRD-PARTY BENEFICIARIES

You agree that, except for Zion Parties and as otherwise expressly provided in this Agreement, there shall be no third-party beneficiaries to this Agreement.

24. QUESTIONS

Call [435-216-0799](tel:435-216-0799) with any questions about the Services or this Agreement.

25. GENERAL PROVISIONS

This Agreement (together with the Additional Terms, if any) constitutes the entire agreement between you and Zion concerning your access to and use of the Services. It supersedes all prior and contemporaneous oral or written negotiations and agreements between you and Zion with respect to such subject matter. In the event of any conflict between or among this Agreement and any Additional Terms to which this Agreement refers, the terms and conditions of this Agreement shall take precedence and govern. This Agreement may not be amended by you except in a writing executed by you and an authorized

representative of Zion. For the purposes of this Agreement, the words "such as," "include," "includes" and "including" shall be deemed to be followed by the words "without limitation." You may not assign or delegate any right or obligation under this Agreement without the prior written consent of Zion. The failure of Zion to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is held to be invalid or unenforceable under applicable law, then such provision shall be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its invalidity or unenforceability, without in any way affecting the remaining parts of this Agreement. Any prevention of or delay in performance by Zion hereunder due to labor disputes, acts of God, governmental restrictions, enemy or hostile governmental action, fire or other casualty or other causes beyond its reasonable control shall excuse the performance of its obligations for a period equal to the duration of any such prevention or delay.

***Terms of Service (Revised 3/20/2024)**