COMPS USA

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TERMS OF SERVICE, LICENSE AGREEMENT, AND PRIVACY POLICY

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE INSTALLING OR USING THE COMPS USA, LLC ("COMPS USA") SOFTWARE, ACCESSING DATA THROUGH THE COMPS USA SERVICE, OR REGISTERING FOR A WEB ACCOUNT. BY INSTALLING THE SOFTWARE, ACTIVATING A SUBSCRIPTION, REGISTERING A WEB ACCOUNT, OR ACCESSING ANY DATA THROUGH THE SERVICE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE, DO NOT INSTALL OR USE THE SOFTWARE OR REGISTER FOR AN ACCOUNT.

This Agreement applies to both the Comps USA desktop application and the Comps USA web application. Where a provision applies only to one platform, it is noted accordingly.

PART 1 — LICENSE, SUBSCRIPTION, AND USE TERMS

1. LICENSE GRANT

Subject to the terms and conditions of this Agreement, Comps USA LLC ("Comps USA") grants you ("Subscriber") a limited, personal, non-exclusive, non-transferable, non-sublicensable license to access and use the Comps USA desktop application and/or web application (collectively, the "Service") solely for your internal professional purposes in connection with an active paid subscription.

Subscriber may not: (a) copy, reproduce, modify, or create derivative works of any portion of the Service; (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of any software component of the Service; (c) sublicense, sell, rent, lease, or otherwise make the Service available to any third party; (d) remove or alter any proprietary notices on the Service; or (e) use the Service in any manner that violates applicable law or this Agreement.

Registration and Access Limits

Each subscription entitles Subscriber to one (1) registered user account and one (1) active installation or login session. Unauthorized sharing of login credentials with individuals outside Subscriber's organization is prohibited.

2. SUBSCRIPTION TERMS

Access to the Service requires an active paid subscription. By activating your subscription, you enter into a binding one-year commitment. All subscription fees are non-refundable once the subscription has been

activated. A new subscription or an existing subscription with a balance due will be activated for ten (10) days prior to payment clearance.

In the event a payment is returned or dishonored, Subscriber shall have five (5) business days to cure the deficiency before Comps USA may suspend or terminate access. Comps USA reserves the right to suspend access upon non-payment without terminating the subscription and to reinstate access upon receipt of payment in full.

Comps USA reserves the right to modify subscription fees upon thirty (30) days' written notice prior to renewal. Continued use of the Service following the effective date of any price change constitutes acceptance of the revised fees. At the end of your subscription period, access to all data, assessment records, maps, and other features of the Service will cease. Subscriber should print or export any records they wish to retain prior to expiration.

3. INTELLECTUAL PROPERTY

All software, data, content, and materials accessible through the Service are the exclusive property of Comps USA LLC or its data providers and are protected by applicable copyright, trademark, and intellectual property laws. Nothing in this Agreement transfers any ownership interest in the Service or its data to Subscriber. All content may not be redistributed, sold, licensed, or transferred without prior written consent from Comps USA.

4. DATA AND ACCESS

The data provided through the Service has been compiled from public records maintained by county clerks, assessors offices, and the New York State Office of Real Property Services. Comps USA believes this information to be true and accurate based on available public records; however, data may not reflect the most recent filings or transactions. Subscriber may use the data solely for internal professional research. Subscriber may not redistribute, resell, or publish data obtained through the Service without prior written consent from Comps USA. Automated scraping, bulk downloading, or systematic extraction of data is prohibited.

5. DISCLAIMER OF WARRANTIES

THE SERVICE AND ALL DATA AND INFORMATION PROVIDED THERETHROUGH ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPS USA EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO: (A) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; (B) ANY WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; AND (C) ANY WARRANTY AS TO THE ACCURACY, COMPLETENESS, RELIABILITY, TIMELINESS, OR SUITABILITY OF ANY DATA OR INFORMATION PROVIDED THROUGH THE SERVICE.

The data provided is intended as a research tool only and is not a substitute for independent professional verification. Subscriber assumes sole responsibility for all decisions made in reliance on data obtained through the Service. Comps USA disclaims any liability for damages arising from errors or omissions in third-party governmental records.

6. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPS USA BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF DATA, OR BUSINESS INTERRUPTION, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE, EVEN IF COMPS USA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

In no event shall Comps USA's total cumulative liability exceed the total subscription fees paid by Subscriber in the twelve (12) month period immediately preceding the claim. Comps USA's entire liability for failure of the Service shall be limited to replacement of the non-functioning software or a refund of fees paid for the then-current subscription period.

7. INDEMNIFICATION

Subscriber agrees to indemnify, defend, and hold harmless Comps USA LLC and its managers, members, employees, contractors, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) Subscriber's use or misuse of the Service or data; (b) Subscriber's violation of this Agreement; (c) Subscriber's violation of applicable law; or (d) Subscriber's violation of any third-party rights.

8. ACCEPTABLE USE

Subscriber shall use the Service only for lawful purposes. Subscriber shall not: (a) attempt to gain unauthorized access to any portion of the Service or other accounts; (b) use automated tools to scrape or extract data; (c) use the Service in violation of applicable law; or (d) misrepresent Subscriber's identity or affiliation. Violations may result in immediate suspension or termination without notice or refund.

9. CONFIDENTIALITY

Subscriber shall keep login credentials strictly confidential and is solely responsible for all activity under Subscriber's account. Subscriber shall promptly notify Comps USA of any unauthorized use or security breach. Subscriber shall not disclose Comps USA's non-public confidential information (including pricing and technical specifications) to any third party. This obligation survives termination for three (3) years.

10. FORCE MAJEURE

Comps USA shall not be liable for delays or failures caused by circumstances beyond its reasonable control, including acts of God, natural disasters, pandemic, war, government action, power outages, internet or telecommunications failures, cyberattacks, or failures of third-party data providers. Subscription fees shall be prorated for any extended period during which access is materially impaired due to a force majeure event.

11. TERMINATION

Comps USA may terminate this Agreement immediately upon written notice if Subscriber: (a) breaches any material term and fails to cure within five (5) business days of written notice; (b) uses the Service in violation of applicable law; or (c) engages in unauthorized redistribution of data or credentials. Upon termination, access ceases immediately and no refund is due for any remaining subscription period. Sections 3, 5, 6, 7, 9, 12, and 13 survive termination.

12. GOVERNING LAW

This Agreement is governed by the laws of the State of New York without regard to conflict of laws principles. Any dispute shall be brought exclusively in the state or federal courts located in Nassau County, New York, and each party consents to personal jurisdiction in such courts.

13. ENTIRE AGREEMENT; AMENDMENTS

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements relating to the Service. Comps USA reserves the right to amend this Agreement upon thirty (30) days' written notice. Continued use of the Service following any amendment constitutes acceptance of the revised terms.

14. MISCELLANEOUS

If any provision is held invalid or unenforceable, the remaining provisions continue in full force. The failure of Comps USA to enforce any provision shall not constitute a waiver. This Agreement may not be assigned by Subscriber without Comps USA's prior written consent. Comps USA may assign this Agreement to any successor or affiliate without restriction.

PART 2: PRIVACY POLICY

This Privacy Policy describes how Comps USA LLC ("Comps USA," "we," "us") collects, uses, and protects information in connection with the Comps USA website (compsusa.com) and web application. The desktop application does not independently collect personal data beyond what is provided at registration.

15. INFORMATION WE COLLECT

Account Information. When you register for an account or activate a subscription, we collect your name, company name, email address, phone number, and mailing address.

Login Credentials. We collect the username and password you create. Passwords are stored in encrypted form and are not accessible to Comps USA staff.

Usage Data. We collect information about how you use the Service, including searches performed, reports accessed, frequency and patterns of use, and other activity within the Service.

Technical Data. We automatically collect IP address, browser type, device information, and access timestamps through standard web server logs.

What We Do Not Collect. We do not collect or store payment information. All payments are processed outside of the web application through separate channels.

16. HOW WE USE YOUR INFORMATION

We may use your information to: (a) provide, maintain, and improve the Service; (b) process and manage your subscription and account; (c) communicate with you about your account, renewals, service updates, and announcements; (d) send you information about Comps USA products, services, and offerings that may be of interest to you; (e) conduct internal research, analytics, and product development to enhance the Service; (f) monitor and analyze usage patterns and trends; (g) personalize your experience with the Service; (h) enforce this Agreement and protect the rights and safety of Comps USA, our subscribers, and the public; and (i) comply with applicable legal obligations.

If you do not wish to receive marketing or promotional communications from us, you may opt out at any time by contacting us at info@compsusa.com or by following the unsubscribe instructions in any such communication.

17. SHARING AND DISCLOSURE OF INFORMATION

We do not sell your personal information to third parties. We may share your information in the following circumstances:

Service Providers. We may share your information with trusted third-party vendors and service providers who assist us in operating, improving, and marketing the Service, including email delivery providers, analytics platforms, CRM systems, and customer support tools. These parties are subject to appropriate confidentiality and data protection obligations.

Business Partners. We may share your information with carefully selected business partners whose products or services may be relevant to your professional needs, subject to your right to opt out as described in Section 16.

Aggregated and De-Identified Data. We may share aggregated or de-identified information that cannot reasonably be used to identify you with third parties for industry research, analytics, market analysis, or business development purposes.

Legal and Safety. We may disclose your information as required by law, court order, or government authority, or where necessary to protect the rights, property, or safety of Comps USA, our subscribers, or the public.

Business Transfers. In connection with a merger, acquisition, or sale of all or substantially all of our assets, your information may be transferred to the acquiring entity. Subscribers will be notified of any such transfer.

18. DATA SECURITY

We implement reasonable technical and organizational measures to protect your personal information against unauthorized access, alteration, disclosure, or destruction, including encrypted password storage and access controls. However, no method of transmission over the internet is completely secure and we cannot guarantee absolute security. We are not responsible for breaches resulting from circumstances outside our reasonable control.

19. DATA RETENTION

We retain your account and subscription information for as long as your account is active and for up to seven (7) years thereafter for legal, financial, tax, and operational purposes. Usage logs and technical data are retained for up to two (2) years. You may request deletion of your personal information at any time by contacting us at info@compsusa.com, subject to any applicable legal retention requirements. Note that deletion of account information may result in termination of your access to the Service.

20. YOUR RIGHTS

You may request access to, correction of, or deletion of your personal account information at any time by contacting us at info@compsusa.com. You may also opt out of marketing communications at any time. We will respond to verifiable requests within a reasonable time.

21. CHANGES TO THIS PRIVACY POLICY

We may update this Privacy Policy from time to time to reflect changes in our practices, the Service, or applicable law. We will notify subscribers of material changes by posting the updated policy at compsusa.com/terms and, where appropriate, by email. Continued use of the Service following notice of any changes constitutes acceptance of the revised policy.

22. CONTACT

For questions about this Agreement or Privacy Policy, please contact us at:

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