



SKYSLOPE, INC.

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# Privacy Notice

*Updated: March 1, 2024*

SkySlope, Inc. (“SkySlope”) knows that you care about how your personal information is used and shared – and we take your privacy seriously. This privacy policy (“Privacy Policy”) covers SkySlope’s treatment of personally identifiable information (“Personal Information”) and enterprise information (such as: Agency Contracts, Sale Contracts, Property Disclosures, Escrow and Title paperwork, etc.) (“Enterprise Information”) that you submit, or SkySlope otherwise gathers, when you access or use the Service. Together, Personal Information and Enterprise Information will be referred to as “Information”.

By using the [www.SkySlope.com](http://www.SkySlope.com) website (“Site”) or any of our applications (together with the Site, the “Service”) you acknowledge that you accept the practices and policies outlined in this Privacy Policy, as well as our Terms of Use, and you consent that we will collect, use, and share your information as set forth below and in our Terms of Use.

## What Information does SkySlope collect?

**Personal Information:** The types of information we collect may include, among other things, the following categories of information (collectively, “Personal Information”):

- contact information (e.g., name, title, company/organization name, email address, telephone and facsimile numbers, and physical address)
- demographic information, such as date of birth, nationality and country of residence, which allows us to determine your eligibility under certain regulations to receive certain information
- information about your company and job function
- your email marketing preferences
- inquiries about and orders for our products and services
- event registration information
- feedback from you about the Web Properties and our products and services generally
- financial information, such as bank account and credit/debit card numbers
- photos or videos
- other information specific to you

You are not required to provide any of this information, but if you choose not to provide certain information, we may not be able to provide the requested service or complete your transaction.

**Usage Information:** The types of usage information we collect may contain generic information about your visit to the Web Properties, such as the following categories of information (collectively, “Usage Information”):

- Internet Protocol (or IP) address, protocol and sequence information
- browser language and type
- domain name system requests
- operating system and platform, device type and device identifiers
- hypertext transfer protocol headers, application client and server banners, and operating system fingerprinting data
- MAC address, device ID / UDID, or similar device - specific code

### **How Does SkySlope Collect Information?**

**Information You Provide:** By downloading and enabling the Service, you are authorizing SkySlope to collect and store all of the foregoing types of Information:

- Information you elect to submit as part of the registration process such as your name, email address and credit card number.
- Information you elect to submit (including, without limitation, any text, documents, images or other content or materials) to any areas of the Service that are accessible by your organization’s primary Admin user and broker (“User Submissions”).
- Payment related Information, such as your credit card number and expiration date. Such information will be used only for the purposes of processing payments to SkySlope for the Services.
- You acknowledge and agree that you will not (i) provide us with any information that you do not have the right to provide, or (ii) share, via the Service, any information you do not have the right to share (such as information that is confidential to any third party and that you are not authorized to share with your intended recipients).

**Information You Authorize Us to Collect:** Certain features of the Service may allow you to import information from third party services (such as Salesforce) (“Third Party Services”). By requesting that SkySlope import such information – you authorize SkySlope to use your Third Party Service username and password to access the applicable Third Party Service Account. This authentication process is managed by the applicable Third Party Service provider. SkySlope will not use your Third Party Service account credentials for any other purpose.

**Automatically Collected Information:** We may automatically receive and store certain, anonymous types of information whenever you interact with the Service. Such information may include your IP address, domain server, and type of Internet browser. This information helps us, among other things, analyze trends and administer the Service. This information is anonymous and contains no personally identifiable data.

**Cookies:** Whenever you interact with our Service, we may automatically receive and record information on our server logs from your browser or device, which may include your IP address, device identification, “cookie” information, the type of browser and/or device you’re using to access our Service, and the page or feature you requested. “Cookies” are identifiers we transfer to your browser or device that allow us to recognize your browser or device and tell us how and when pages and features in our Service are visited and by how many people. You may be able to change the preferences on your browser or device to prevent or limit your device’s acceptance of cookies, but this may prevent you from taking advantage of some of our features. Again, this Privacy Policy does not cover the use of cookies by any third parties, and we aren’t responsible for their privacy policies and practices. When we collect the usage information described in this paragraph, we only use this data in aggregate form, and not in a manner that would identify you personally. For example, this aggregate data can tell us how often users use a particular feature of the Service, and we can use that knowledge to make the Service interesting to as many users as possible.

**Managing Cookies:** If you wish to opt out of allowing certain cookies, you may do so by changing your browser settings so that cookies from our website cannot be set. Please note that if you delete, block, or otherwise restrict cookies, or use a different computer or Internet browser, you will need to renew your cookie management choices.

Most Internet browsers automatically accept cookies, but you can usually modify your browser settings to decline cookies or to notify you when a cookie is being placed on your computer. The methods for doing so vary from browser to browser, and from version to version. You can however obtain up-to-date information about blocking and deleting cookies via these links:

- (a) <https://support.google.com/chrome/answer/95647> (Chrome);
- (b) <https://support.mozilla.org/en-US/kb/enhanced-tracking-protection-firefox-desktop> (Firefox);
- (c) <https://help.opera.com/en/latest/security-and-privacy/> (Opera);
- (d) <https://support.microsoft.com/en-gb/help/17442/windows-internet-explorer-delete-manage-cookies> (Internet Explorer);
- (e) <https://support.apple.com/en-gb/guide/safari/manage-cookies-and-website-data-sfri11471/mac> (Safari); and
- (f) <https://support.microsoft.com/en-gb/help/4468242/microsoft-edge-browsing-data-and-privacy> (Edge).

Please note that this Cookie policy does not apply to, and we are not responsible for, the privacy practices of third party websites which may be linked to our websites.

**Web Analytics and Web Session Recording Technologies:** The Company uses industry standard web analytics to track web visits.

We and third parties also use tools that enable us to track certain aspects of a user’s visit to our websites. These technologies help us better manage content on our websites by informing us what

content is effective, how consumers engage with our websites, and how consumers arrive at and/or depart from our websites. The software typically uses two methods to track user activity: (1) “tracking pixels” and (2) “clear gifs.” Tracking pixels are pieces of executable code that are embedded in a web page that track usage activity including which pages are viewed, when they are viewed, and how long the pages are viewed. Clear gifs are tiny graphics with unique identifiers which are embedded in web pages and email messages that track whether a user views a web page or email message. User activity information may be associated with additional information about a user’s session and Personal Information, if provided by the user.

To better assess and optimize our marketing activities, we may use a tool called the “Meta Pixel” operated by Meta (formerly Facebook). Facebook is able to determine the visitors of our online offers as a target group for the presentation of advertisements (so-called “Facebook ads”). Accordingly, we use the Meta pixel to display our Facebook ads only to Facebook users who have shown an interest in our website or who have specific characteristics that we submit to Facebook. Meta pixel allows us to ensure that Facebook ads are in line with the potential interest of users. Meta pixel also allows us to track the effectiveness of Facebook ads for statistical and market research purposes by seeing whether users have been redirected to our website after clicking on a Facebook ad.

The Meta pixel may be directly integrated into our website by Facebook and can store a cookie on your device. If you then log in to Facebook or visit Facebook when you are logged in, your visit to our online offer will be noted in your profile. The data collected about you is anonymous for us, i. e. it does not allow us to draw conclusions about the identity of the users. However, the data is stored and processed by Facebook so that it can be linked to the respective user profile and used by Facebook as well as for its own market research and advertising purposes. If we transfer data to Facebook for comparison purposes, it is encrypted locally in the browser and only then sent to Facebook via a secure https connection. This is done with the sole purpose of matching the data encrypted by Facebook.

For more information about Facebook’s policies and practices, please see the Facebook Data Usage Policy at: <https://www.facebook.com/policy.php>. For specific information and details about the Facebook pixel and how it works, visit the Facebook Help Center at: <https://www.facebook.com/business/help/651294705016616>.

Your use of our website implies your consent to the use of Meta Pixel. You may manage your preferences or opt out of data collection through Metal Pixel by visiting and following the instructions on how to set up use-based advertising at: <https://www.facebook.com/settings?tab=ads>.

We may use technologies for the following purposes across our websites:

We use developer tools that allow us to collect information that enables us to diagnose and resolve bugs or user issues with our websites.

We also use services to monitor and improve our services by helping us better understand our users experience (e.g. how much time they spend on which pages, which links they choose to click, what users do and don’t like, etc.) and this enables us to build and maintain our service with user feedback. These services use cookies and other technologies to collect data on our users’ behavior and their devices. This includes a device's IP address (processed during your session and stored in a de-identified form), device screen size, device type (unique device identifiers), browser information, geographic location (country only), and the preferred language used to display our website.

We may use a tool called "Fullstory" to monitor and improve our services. FullStory is a technology service that helps us better understand our users experience (e.g. how much time they spend on which pages, which links they choose to click, what users do and don't like, etc.) and this enables us to build and maintain our service with user feedback. FullStory uses cookies and other technologies to collect data on our users' behavior and their devices. This includes a device's IP address (processed during your session and stored in a de-identified form), device screen size, device type (unique device identifiers), browser information, geographic location (country only), and the preferred language used to display our website. FullStory stores this information in a pseudonymized user profile. FullStory is contractually forbidden to sell any of the data collected on our behalf. For more information about Fullstory's policies and practices, please see Full Story's privacy policy at <https://www.fullstory.com/legal/privacy-policy/>. You can opt out Fullstory's services by following these instructions: <https://www.fullstory.com/optout/>.

We may also use Google Analytics, an independent web analytics service offered by Google that tracks and reports website traffic. Google uses the data collected to track and monitor the use of our website. This data is shared with other Google services. Google may use the collected data to contextualize and personalize the ads of its own advertising network. For more information about Google's policies and practices, please see Google's privacy policy at <https://www.google.com/intl/en/policies/privacy>. You may opt out of the aggregation and analysis of data collected about you on our website by Google Analytics by downloading the Google Analytics opt-out browser add-on, available at <https://tools.google.com/dlpage/>. Please note that if you opt out, analytics companies other than Google Analytics may continue to aggregate and analyze data collected about you on our website.

We may also use Microsoft Clarity to monitor and improve our services. Microsoft Clarity is a website analytics service that we use to track how users interact with our website. The service collects data on user behavior, such as clicks, scrolls, and navigation.

For more information about Microsoft Clarity's policies and practices, please see Microsoft Clarity's privacy policy at <https://privacy.microsoft.com/en-us/privacystatement>. You can deactivate Microsoft Clarity's services by contacting us directly at [support@skyslope.com](mailto:support@skyslope.com).

We reserve the right to remove or add new analytic technologies.

**Chat Bot Technology.** We may also use third-party service providers to provide chat services for our clients to communicate with us regarding your account, payments, and other general questions you may have. As you navigate our websites and use the chat systems with us, we attempt to protect your privacy to the maximum extent possible. However, some of the information that we receive through this website and your interactions with the chat systems may be tracked, such as the date you communicate with us, the last day you contacted us, and other messages, comments and conversations made through the chat messages. The chat system collects the information that you voluntarily type in the chat bot when you initiate a query through the chat system and respond to a query from the chat system. Additionally, when you are using our chat system, it collects interactions that you have made into the chat system while communicating with a customer service representative. This data is used to understand your preferences, provide personalized responses, and

enhance the performance and functionality of the chat bot. We may retain this information for a reasonable period unless you request its deletion. You can maximize the benefits of your privacy partnership with us by making informed decisions about whether to share personally identifiable information with us through our website. Third party chat bot systems may capture, record, or analyze your chat bot communications with us.

Through our chat bot services, we may use AI technology (“Bot”) to power the chat functionality which is intended to provide immediate responses to your questions. While we have made every effort to ensure that the Bot provides accurate and up-to-date information, please understand that it may not be able to address more complex queries fully and sometimes, it might even give a completely wrong answer.

The information provided by the Bot should not be solely relied upon for making critical decisions or resolving complex issues. Users are responsible for verifying and cross-referencing the information provided and should exercise caution and judgment when relying on its responses.

Under no circumstances shall SkySlope be liable for any direct, indirect, special, incidental, or consequential damages arising out of or in connection with the use of the chat bots on its websites. This includes, without limitation, any damage, loss, or injury caused by error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction, or unauthorized access to, alteration of, or use of the chat bot.

While we make efforts to ensure the availability and reliability of the chat bot, there may be instances where it is unavailable or experiences technical issues. Reak Geeks shall not be held responsible for any inconvenience or damages arising from such occurrences.

**Web Beacons:** Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as ‘clear gifs’). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may include web beacons in promotional email messages or Newsletters in order to determine whether messages have been opened and acted upon.

**Unique Identifier:** We may assign you a unique internal identifier to help keep track of your future visits. We use this information to gather aggregate demographic information about our visitors, and we use it to personalize the information you see on the Web Properties and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

## **How Does SkySlope Use Information?**

- Web properties operation and improvement.
- To complete services and transactions.
- Communications and marketing to you.
- Employment related activities.
- To comply with legal obligations.
- To protect against fraudulent or illegal activity.



- With your consent.

## Will SkySlope Share Any of the Information it Receives?

To the limited extent we collect Information – we neither rent nor sell your Information to anyone. We share your Information only as described below.

**Within Your Organization:** As mentioned above – certain of your User Submissions may be shared internally with your organization’s primary Admin user and broker.

**Agents:** We employ other companies and people to perform tasks on our behalf. Your information may be accessed by these partners/employees, in the event that we need to share your Information with them to provide our services or customer support to you. Unless we tell you differently, SkySlope’s agents do not have any right to use Information we share with them beyond what is necessary to assist us.

**Business Transfers:** If SkySlope undergoes a merger or is acquired, then all or substantially all of its assets may be transferred to the acquirer (and information covered by this policy is such an asset). Please note, information will remain protected by this policy in accordance with its terms.

**Protection of SkySlope and Others:** We may release Information when we believe in good faith that release is necessary to comply with the law; enforce or apply our conditions of use and other agreements; or protect the rights, property, or safety of SkySlope, our employees, our users, or others.

**With Your Consent:** Except as set forth above, you will be notified when your Information may be shared with third parties, and will be able to prevent the sharing of this information.

## How You Can Manage Your Personal Information?

**Editing your profile:** If you are a registered user of the Service, we provide you with tools to access or modify your Information and other profile information. These tools are accessible from the Personal Information tab of the MySkySlope portal while logged in to your SkySlope account.

**Deleting your account:** You can delete your account by contacting your assigned SkySlope account manager. Subject to the “Limitations on Deletion” section below, when you request us to delete your account for the Service, your data will be permanently deleted from our servers and access to your account will be disabled.

**Limitations on Deletion:** Even after you remove information from your profile or delete your account, your Information may be retained by us on back-up servers indefinitely. We keep such servers to help protect the stability and availability of the Service (such as protecting it from viruses and malfunctions).

In addition, copies of your information may remain viewable elsewhere to the extent it has been publicly published by you or otherwise shared by you with others (such as your User Submissions).

We may also retain certain information to prevent identity theft and other misconduct even if deletion has been requested.

We may also indefinitely retain and use any aggregated data derived from or incorporating your Information after you update or delete it, **but not in a manner that would identify you personally.**

**Laws and Regulations:** We may also retain your Information to the extent required to comply with (or we deem it reasonable in light of) any laws or regulations.

## **How We Protect Your Information**

SkySlope takes certain precautions to protect your Information and to limit the risk that it will be accessed without authorization, including use of certain industry standard technologies and practices. That said, we cannot guarantee the security of such Information. Unauthorized entry or use, hardware or software failure, and other factors, may compromise the security of user information at any time. No security system is perfect.

If we learn of a security systems breach, then we may attempt to notify you via email, phone, physical mail, or by a posting on your Service account page – so that you can take appropriate protective steps. Pursuant to our Terms of Service you have consented to receive such notice by electronic means (provided that such consent is void where prohibited by applicable law).

To receive a free written notice of a security breach, or if you have any questions about the security of the Service, please contact us at [support@skyslope.com](mailto:support@skyslope.com).

In addition to the security measures referenced above, your Service account is protected by a password for your privacy and security. You must prevent unauthorized access to your account and information by selecting and protecting your password appropriately and limiting access to your computer or device and browser by signing off after you have finished accessing your account.

## **Dispute Resolution - Arbitration Agreement (Mandatory Binding Arbitration and Class Action Waiver)**

**READ THIS ARBITRATION AGREEMENT CAREFULLY AS IT WILL HAVE A SUBSTANTIAL IMPACT ON HOW LEGAL CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED. For example, if we elect to require you to arbitrate any claim, you will not have the right to a jury trial or the right to participate in a class action in court or in arbitration.**

**Binding arbitration lets an independent third party resolve a Claim without using the court system, judges, or juries. Either you or we may require the submission of a Claim to binding arbitration at any reasonable time, even if a lawsuit or other proceeding has begun. If either you or we don't submit to binding arbitration following a lawful demand, the one who fails to so submit bears all costs and expenses (including attorney's fees and expenses) incurred by the other in compelling arbitration.**

Neither you nor we will be entitled to:



- Join, consolidate, or combine Claims by or against others in any arbitration; or
- Include in any arbitration any Claims as a representative or member of a class; or
- Act in any arbitration in the interest of the general public or in a private attorney general capacity.

**YOU HAVE THE RIGHT TO REJECT THIS ARBITRATION AGREEMENT AS DESCRIBED BELOW. If you do not reject this Arbitration Agreement and a Claim is arbitrated, neither you nor we will have the right to: (1) have a court or a jury decide the Claim; (2) engage in information-gathering (discovery) to the same extent as in court; (3) participate in a class action, private attorney general or other representative action in court or in arbitration; or (4) join or consolidate a Claim with claims of any other person. The right to appeal is more limited in arbitration than in court and other rights in court may be unavailable or limited in arbitration.**

This Arbitration Agreement describes when and how a Claim (as defined below) arising under or related to the Terms of Use and Privacy Policy between you and us may be arbitrated. Arbitration is a method of resolving disputes in front of one or more neutral persons, instead of having a trial in court in front of a judge and/or jury. If a claim is arbitrated, each party waives its, his or her respective rights to a trial before a jury in connection with the Claim. It can be a quicker and simpler way to resolve disputes. As solely used in this Arbitration Agreement, the terms “we,” “us” and “our” mean “us” as defined above, our parent companies, wholly or majority owned subsidiaries, affiliates, commonly-owned companies, management companies, successors, assigns and any of their employees, officers and directors. For purposes of this Arbitration Agreement, these terms also mean any third party providing any goods or services in connection with the Terms of Use and Privacy Policy, if such third party is named as a party by you in any lawsuit between you and us.

a. **Your Right to Reject Arbitration:** You may reject this Agreement by mailing a rejection notice to 825 K Street, 2<sup>nd</sup> Floor, Sacramento, CA 95814, Attn. Terms of Use and Privacy Policy Arbitration Rejection, within 30 days after you agree to these terms of use. Any rejection notice must include your name, address and telephone number; the date you agreed to the Terms of Use that your rejection notice applies to; and your signature. Your rejection notice will apply only to this Agreement in the Terms of Use and Privacy Policy, but will not affect any term of any other contract between you and us (including without limitation any prior or subsequent agreement), nor will it change your obligation to arbitrate claims or matters covered by any prior or subsequent agreement to arbitrate, including each agreement to arbitrate that arises pursuant to the Terms of Use on the Company’s website which is not the subject of a valid rejection notice.

b. **What Claims Are Covered:** “Claim” means any claim, dispute or controversy between you and us, whether preexisting, present or future, that in any way arises from or relates to the Terms of Use or Privacy Policy, your use of this website, your Account, any transaction in your Account, the events leading up to the Terms of Use or Privacy Policy (for example, any disclosures, advertisements, promotions or oral or written statements, warranties or representations made by us), communications between you and us and the manner of communicating, any product or service provided by us or third parties in connection with the Terms of Use or Privacy Policy, the collection of amounts due and the manner of collection, enforcement of any and all of the obligations a party hereto may have to another party, compliance with applicable laws and/or regulations (including but not limited to the Telephone Consumer Protection Act), or the relationships resulting from any of the foregoing. “Claim” has the

broadest possible meaning, and includes initial claims, counterclaims, cross-claims and third-party claims and federal, state, local and administrative claims and claims which arose before the effective date of this Arbitration Agreement. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity and claims for money damages and injunctive or declaratory relief.

However, “Claim” does not include: (i) any dispute or controversy about the validity, enforceability, coverage or scope of this Arbitration Agreement or any part thereof (including, without limitation, the Class Action Waiver set forth below, subparts (A) and (B) of the part (k) set forth below titled “Rules of Interpretation” and/or this sentence); all such disputes or controversies are for a court and not an arbitrator to decide; but disputes about the validity or enforceability of the Terms of Use or Privacy Policy as a whole are for the arbitrator and not a court to decide; (ii) seeking and obtaining from a court of competent jurisdiction (notwithstanding ongoing arbitration and without waiver of rights under this Arbitration Agreement) provisional or ancillary remedies including but not limited to injunctive relief, temporary restraining orders, property preservation orders, foreclosure, sequestration, eviction, attachment, replevin, garnishment, and/or the appointment of a receiver; (iii) the exercising of any self-help or non-judicial remedies by you or us; (iv) any individual action in court by one party that is limited to preventing the other party from using a self-help remedy and that does not involve a request for damages or monetary relief of any kind; or (v) any individual action brought by you against us in small claims court or your state’s equivalent court, if any. But if that action is transferred, removed or appealed to a different court, we then have the right to choose arbitration.

c. **Electing Arbitration; Starting an Arbitration Proceeding:** Either you or we may elect to arbitrate a Claim by giving the other party written notice of the intent to arbitrate the Claim or by filing a motion to compel arbitration of the Claim. This notice may be given before or after a lawsuit has been filed concerning the Claim or with respect to other Claims brought later in the lawsuit, and it may be given by papers filed in the lawsuit, such as a motion to compel arbitration. Each of the arbitration administrators listed below has specific rules for starting an arbitration proceeding. Regardless of who elected arbitration or how arbitration was elected, the party asserting the Claim (i.e., the party seeking money damages or other relief from a court or an arbitrator) is responsible for starting the arbitration proceeding. Thus, if you assert a Claim against us in court, and we elect to arbitrate that Claim by filing a motion to compel arbitration which is granted by the court, you will be responsible for starting the arbitration proceeding. Similarly, if we assert a Claim against you in court, you assert a counterclaim against us, and we elect to arbitrate that counterclaim by filing a motion to compel arbitration which is granted by the court, you will be responsible for starting the arbitration proceeding. Even if all parties have opted to litigate a Claim in court, you or we may elect arbitration with respect to any Claim made by a new party or any Claim later asserted by a party in that or any related or unrelated lawsuit (including a Claim initially asserted on an individual basis but modified to be asserted on a class, representative or multi-party basis). Nothing in that litigation shall constitute a waiver of any rights under this Arbitration Agreement.

d. **Choosing the Administrator:** The party starting the arbitration proceeding must choose one of the following arbitration organizations as the Administrator: the American Arbitration Association (the “AAA”), 120 Broadway, Floor 21, New York, N.Y 10271, [www.adr.org](http://www.adr.org), or JAMS, 1920 Main St. Ste. 300, Irvine, CA 92614, [www.jamsadr.com](http://www.jamsadr.com). You may contact these organizations directly if you have any questions about the way they conduct arbitrations or want to obtain a copy of their rules and forms (which are also available on their websites). A single arbitrator shall be appointed. If for any

reason the Administrator selected is unable or unwilling to serve or continue to serve as Administrator, the other company will serve as Administrator. If neither the AAA nor JAMS is able or willing to serve as Administrator, we and you will mutually agree upon an Administrator or arbitrator or a court with jurisdiction will appoint the Administrator or arbitrator (or arbitrators, in the case of a three-arbitrator panel provided for in Section “j”, below). No company may serve as Administrator, without the consent of all parties, if it adopts or has in place any formal or informal policy that is inconsistent with and purports to override the terms of the Class Action Waiver in section (e) of this Arbitration Agreement. In all cases, the arbitrator(s) must be a lawyer with more than 10 years of experience or a retired judge. Arbitration of a Claim must comply with this Arbitration Agreement and, to the extent not inconsistent or in conflict with this Arbitration Agreement, the applicable rules of the arbitration Administrator.

e. **Class Action Waiver:** Notwithstanding any other provision of the Terms of Use or Privacy Policy, if either you or we elect to arbitrate a Claim, neither you nor we will have the right: (a) to participate in a class action, private attorney general action or other representative action in court or in arbitration, either as a class representative or class member; or (b) to join or consolidate Claims with claims of any other persons. No arbitrator shall have authority to conduct any arbitration in violation of this provision or to issue any relief that applies to any person or entity other than you and/or us individually. (Provided, however, that the Class Action Waiver does not apply to any lawsuit or administrative proceeding filed against us by a state or federal government agency even when such agency is seeking relief on behalf of a class of borrowers including you. This means that we will not have the right to compel arbitration of any claim brought by such an agency).

f. **Location of Arbitration:** Any arbitration hearing that you attend must take place at a location reasonably convenient to your residence.

g. **Cost of Arbitration:** Each Administrator charges fees to administer an arbitration proceeding and the arbitrator also charges fees. This includes fees not charged by a court. At your written request, we will pay all filing, hearing and/or other fees charged by the Administrator and arbitrator to you for Claim(s) asserted by you in an individual arbitration after you have paid an amount equivalent to the fee, if any, for filing such Claim(s) in state or federal court (whichever is less) in the judicial district in which you reside. (If you have already paid a filing fee for asserting the Claim(s) in court, you will not be required to pay that amount again). In addition, the administrator may have a procedure whereby you can seek a waiver of fees charged to you by the Administrator and arbitrator. We will always pay any fees or expenses that we are required to pay by law or the Administrator’s rules or that we are required to pay for this Arbitration Agreement to be enforced. With respect to Claim(s) asserted by you in an individual arbitration, we will pay your reasonable attorney, witness and expert fees and costs if and to the extent you prevail, if applicable law requires us to or if we must bear such fees and costs in order for this Arbitration Agreement to be enforced. We will not ask you to pay or reimburse us for any fees we pay the Administrator or the arbitrator or for our attorneys’ fees and costs unless (1) the arbitrator finds that you have acted in bad faith (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), and (2) this power does not make this Arbitration Agreement invalid. At the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award.

h. **Governing Law:** The Terms of Use or Privacy Policy evidences a transaction involving interstate commerce and, therefore, this Arbitration Agreement is governed by the Federal Arbitration

Act, 9 U.S.C. §§ 1 et seq. (the “FAA”), and not by any state arbitration law. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court, or by state or local laws that relate to arbitration proceedings. The arbitrator will apply the same statutes of limitation and privileges that a court would apply if the matter were pending in court. The arbitrator will have the authority to hear and rule on appropriate dispositive motions for judgment on the pleadings, for failure to state a claim, or for full or partial summary judgment. All parties (the AAA/JAMS, the arbitrators, you and we) must, to the extent feasible, take any action necessary to ensure that an arbitration proceeding, as described in this Arbitration Agreement, is completed within 180 days of filing the Claim with the AAA or JAMS. This provision will be liberally construed to ensure the enforcement of this Arbitration Agreement. In determining liability or awarding damages or other relief, the arbitrator will follow the applicable substantive law, consistent with the FAA that would apply if the matter had been brought in court. The arbitrator may award any damages or other relief or remedies that would apply under applicable law to an individual action brought in court, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief (but 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). The arbitrator will have the authority to award fees and costs of attorneys, witnesses and experts to the extent permitted by the Terms of Use or Privacy Policy, the Administrator’s rules or applicable law.

i. **Right to Discovery:** In addition to the parties’ rights to obtain discovery pursuant to the arbitration rules of the Administrator, either party may submit a written request to the arbitrator to expand the scope of discovery normally allowable under the arbitration rules of the Administrator. The arbitrator shall have discretion to grant or deny that request.

j. **Arbitration Result and Right of Appeal:** Judgment upon the award given by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision is final and binding, except for any right of appeal provided by the FAA. The arbitrator’s authority shall be limited to deciding the case submitted by the parties to the arbitration. Therefore, no decision by any arbitrator shall serve as precedent in other arbitrations except in a dispute between the same parties, in which case it could be used to preclude the same claim from being re-arbitrated. If the amount of the Claim exceeds \$25,000, any party can, within 30 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the Administrator. (If an appeal is not filed within that time period, the arbitration award shall become final and binding). The panel shall reconsider de novo (anew) any aspect of the initial award requested by the appealing party. This means that they shall reach their own findings of fact and conclusions of law rather than deferring in any manner to the original arbitrator. The decision of the panel shall be by majority vote. Reference in this Arbitration Agreement to “the arbitrator” shall mean the panel if an appeal of the arbitrator’s decision has been taken. The costs of such an appeal will be borne in accordance with subparagraph (g) above, captioned “Cost of Arbitration.” Any final decision of the appeal panel is subject to judicial review only as provided under the FAA.

k. **Rules of Interpretation:** This Arbitration Agreement shall survive the termination, cancellation or suspension of the Terms of Use or Privacy Policy, any legal proceeding, and any bankruptcy by you, to the extent consistent with applicable bankruptcy law. In the event of a conflict or inconsistency between this Arbitration Agreement, on the one hand, and the applicable arbitration rules or the other provisions of the Terms of Use or Privacy Policy, on the other hand, this Arbitration Agreement shall govern. If any portion of this Arbitration Agreement is deemed invalid or

unenforceable, it shall not invalidate the Terms of Use or Privacy Policy or the remaining portions of this Arbitration Agreement, except that:

(A) The parties acknowledge that the Class Action Waiver is material and essential to the arbitration of any disputes between them and is non-severable from this Arbitration Agreement. If the Class Action Waiver is limited, voided or found unenforceable, then this Arbitration Agreement (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. The parties acknowledge and agree that under no circumstances will a class action be arbitrated; and

(B) If a Claim is brought seeking public injunctive relief and a court determines that the restrictions in the Class Action Waiver or elsewhere in this Arbitration Agreement prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such Claim (and that determination becomes final after all appeals have been exhausted), the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a Claim for public injunctive relief be arbitrated.

1. **Notice of Claim; Right to Resolve; Special Payment:** Prior to initiating, joining or participating in any judicial or arbitration proceeding regarding any Claim, the Claimant (the party who asserts or seeks to assert a Claim in a lawsuit or arbitration proceeding) shall give the other party written notice of the Claim (a "Claim Notice") and a reasonable opportunity, not less than 30 days, to resolve the Claim. Any Claim Notice you send must include your name, address, telephone number and loan or account number. Any Claim Notice must explain the nature of the Claim and the relief that is demanded. You may only submit a Claim Notice on your own behalf and not on behalf of any other party. The Claimant must reasonably cooperate in providing any information about the Claim that the other party reasonably requests. If: (i) you submit a Claim Notice in accordance with this paragraph on your own behalf (and not on behalf of any other party); (ii) we refuse to provide the relief you request before an arbitrator is appointed; and (iii) an arbitrator subsequently determines that you were entitled to such relief (or greater relief), the arbitrator shall award you at least \$7,500 (not including any arbitration fees and attorneys' fees and costs to which you may be entitled under this Arbitration Agreement or applicable law). We encourage you to address all Claims you have in a single Claim Notice and/or a single arbitration. Accordingly, this \$7,500 minimum award is a single award that applies to all Claims you have asserted or could have asserted in the arbitration, and multiple awards of \$7,500 are not contemplated by this Section.

## **Governing Law**

We agree that the laws of the State of California, without regard to principles of conflict of laws, will govern these Terms and Conditions of Use and/or any dispute of any sort that might arise between you and the Company or its affiliates, except for the Arbitration Agreement, which is governed by the Federal Arbitration Act.

## **Additional Communications Provisions (For Residents of Canada)**



In addition to the consent provided above in the Our Communications With You (United States) section, Canadian residents agree to the following provisions related to compliance with Canada's Anti-Spam Legislation ("CASL"), Canada's Personal Information Protection and Electronic Documents Act ("PIPEDA") and Canadian provincial law including Alberta's Personal Information Protection Act ("PIPA"), and Quebec's Act Respecting the Protect of Personal Information in the Private Sector:

- You agree to the provisions governing use and disclosure of personal information that are found in our Privacy Policy
- Because the purpose of our communications include your interest in our services, our communication with you will continue until you revoke your consent or opt-out.
- Your personal information may also be transmitted to, used in, and stored in the United States.

### **Additional State Consumer Privacy Information**

**California Residents:** Under California Civil Code Sections 1798.83-1798.84, California residents are entitled to ask us for a notice identifying the categories of Personal Information which we share with our affiliates and/or third parties for marketing purposes and providing contact information for such affiliates and/or third parties. If you are a California resident and would like a copy of this notice, please mail a written request to the SkySlope (contact info below).

As of 2020, California Consumer Privacy Act ("CCPA") requires all consumer services to display additional California specific consumer protection rights online. To review SkySlope's compliance with the CCPA, please click our CA Privacy Notice made available [here](#).

**For Colorado Residents:** For additional information about your Colorado consumer privacy rights, or to make a consumer privacy request please email [support@skyslope.com](mailto:support@skyslope.com).

**For Connecticut Residents:** For additional information about your Connecticut consumer privacy rights, or to make a consumer privacy request or appeal a previous privacy request please email [support@skyslope.com](mailto:support@skyslope.com).

**For Virginia Residents:** For additional information about your Virginia consumer privacy rights, or to make a consumer privacy request or appeal a previous privacy request please email [support@skyslope.com](mailto:support@skyslope.com).

**For Utah Residents:** For additional information about your Utah consumer privacy rights, or to make a consumer privacy request or appeal a previous privacy request please email [support@skyslope.com](mailto:support@skyslope.com).

### **Changes to this Privacy Policy**

You agree that we may change the website, these Terms of Use, and our Privacy Notice at any time. If we change the Terms of Use, Privacy Notice, or some part of either, the changes will become effective immediately on posting of the updated or revised Terms of Use or Privacy Notice on this web page regardless of whether or not you have actual notice of the changes. You should review our Terms of



Use and Privacy Notice periodically for changes. Additionally, you agree that any use of the website following our publication of any changes to the Terms of Use or Privacy Notice will expressly reaffirm your express written consent to the Terms of Use, or Privacy Notice and acceptance of the changes. Should you wish to opt-out of such future changes, you must communicate your request to opt-out to us in writing, either by email at [support@skyslope.com](mailto:support@skyslope.com) or at this address: SkySlope 825 K Street, 2<sup>nd</sup> Floor, Sacramento, CA 95814. The opt-out shall be effective 10 days after receipt. In the event you opt-out, our agreement will continue to be governed by the Terms of Use in effect at the time you originally submitted your information, or at the time of the last update to which you did not opt-out.

Use of information we collect now is subject to the Privacy Notice in effect at the time such information is provided to, or collected by, us.

## **Contacting Us**

If you have any questions or concerns regarding our privacy practices, please send us a detailed message to [support@skyslope.com](mailto:support@skyslope.com) or:

**SkySlope, Inc.**

(Attn: Privacy Officer)

825 K Street, 2nd Floor

Sacramento, CA 95814