

SPROUT MARKETING, INC.  
TERMS OF USE

These Terms and Conditions of Use (the “**Terms of Use**”) apply to the Sprout Marketing, Inc. (“**Sprout**,” “**we**,” “**us**,” or “**our**”), a Texas corporation doing business as “Sprout Marketing”, “Sprout Photography”, or “Sprout Training”, website located at [www.watchyourbusinesssprout.com](http://www.watchyourbusinesssprout.com), and all associated sites linked to [www.watchyourbusinesssprout.com](http://www.watchyourbusinesssprout.com) by Sprout, its subsidiaries and affiliates (collectively, the “**Website**”). The Website is the exclusive property of Sprout and its licensors. Access to the Website is granted subject to these Terms of Use, which may be updated by us from time to time without notice to you. By accessing and using the Website, you acknowledge that you have read, understood, and agree to be legally bound by these Terms of Use. **BY USING THE SITE, YOU AGREE TO THESE TERMS OF USE; IF YOU DO NOT AGREE, DO NOT USE THE SITE.** As long as you comply with these Terms of Use, Sprout grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Website.

1. Your Use of the Website. By utilizing, viewing, accessing, or otherwise interacting in any manner with the Website, you are characterized as either a Visitor or a Member, and may be referred to as such in these Terms of Use.(a) “**Visitors**” are people who do not register with us, but want to explore the Website. No login is required for Visitors. Visitors can: (i) view all publicly-available content on the Website; and (ii) email us. For the purposes of these Terms of Use, you may be a Visitor.

(b) “**Members**” are Visitors who subscribe to Sprout in order to access and use the full range of products and services offered by Sprout through the Website. Members may (i) purchase products and services through the Website; (ii) access exclusive content available only for Members; and (iii) create, access, manage, and update their own personal account on the Website. In addition to agreeing to these Terms of Use, Members must also agree to the accompanying Terms of Service – License Agreement with respect to the products and services provided by Sprout.

(c) Sprout is under no obligation to accept any individual as a Member and may accept or reject any registration in its sole and complete discretion. Additionally, Sprout may deactivate any account at any time, including, without limitation, if Sprout determines that a Member has violated these Terms of Use.

2. Restrictions on Your Use of the Website. We reserve the right, in our sole and absolute discretion, to deny you access to the Website, or any portion of the Website, without notice. Additionally, you may not:

(a) attempt to gain unauthorized access to any portion, feature, information, files, data, passwords, or any Content (as defined herein) of the Website by hacking, password mining, or other illegitimate means;

(b) attempt to gain unauthorized access to any system or network connected to the Website or the servers associated with the Website by hacking, password mining, or other illegitimate means;

(c) use any automatic device, program, algorithm, methodology, system (including “web harvesting,” “deep linking,” “data scraping,” a “spider” or “crawler”), or any similar manual process, to access, acquire, copy, manipulate, reproduce, or monitor any portion of the Website or any Content, or bypass, circumvent, or work-around any portion of the Website or any Content, to obtain or attempt to obtain any materials, documents, or information through any means not purposefully made available through the Website; provided, however, we grant the operators of public search engines permission to use “spiders” to copy materials from the public portions of the Website for the sole purpose of and solely to the extent necessary for creating publicly-available searchable indices of the materials, but not caches or archives of such materials;

(d) scan, test, or analyze digitally, by automation or manually, or physically the vulnerability or architecture of the Website or servers connected thereto in any fashion;

(e) attempt to breach or breach the security of the Website or any network or server connected thereto in any fashion;

(f) attempt to access or access the information of Sprout customers or other Visitors or Members, or otherwise exploit the Website or any service or information made available by or through the Website, in any manner where a direct or indirect purpose is to reveal any information, including but not limited to personal identification information;

(g) take any action that imposes an unreasonable or disproportionately large load on the infrastructure, including a distributed denial-of-service attack, of the Website or the Website’s system, network, or individual servers, or any systems, networks, or servers connected to the Website;

(h) use any device, software, virus, code, process or routine to interfere or attempt to interfere with the proper working of the Website or any transaction being conducted on the Website, or with any other person’s use of the Website;

(i) manipulate identifiers in order to disguise or create artifice as to the origin of any message or transmittal you send to Sprout on or through the Website or any service offered on or through the Website, including, but not limited to, pretending that you are, or that you represent, any other individual or entity;

(j) access, utilize, or otherwise interact with the Website to collect any market research for a competing business; and

(k) use the Website or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of Sprout or others.

3. Content. All text, graphics, user interfaces, photographs, images, trademarks, logos, sounds, videos, music, artwork, software, and computer code (collectively, “**Content**”), including but not limited to the design, structure, selection, coordination, expression, and arrangement of such Content, contained on the Website is controlled or licensed by or to Sprout, or owned by Sprout or a third-party entity, and is protected by trade dress, copyright, patent, and trademark laws, as

applicable, and various other intellectual property rights and unfair competition laws. Unauthorized use of the Content may violate such laws. Except as expressly provided in these Terms of Use, no part of the Website and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, or distributed in any way (including “mirroring”) to any other computer, server, website, exchange, or other medium for publication or distribution or for any commercial enterprise, without the express prior consent of Sprout.

(a) Visitors may view all publicly-available Content for their own personal, non-commercial use; provided, however, that such Visitors do not copy, post, or broadcast such Content in any media. Members who have purchased any product or service, may download onto their own machines and view any Content contained in such purchased product or service for their own use as otherwise stated in the Terms of Service – Licensing Agreement. Other than as expressly set forth in this Section 3(a), you have no other rights in or to the Content, and you will not use the Content except as permitted under these Terms of Use and, as applicable, under any Terms of Service – Licensing Agreement you are a party to for a specific portion of purchased content (as such term is defined in the Terms of Service – Licensing Agreement). No other use is permitted without the prior written consent of Sprout. Sprout retains all right, title, and interest, including all intellectual property rights, in and to the Content. You must retain all copyright and other proprietary notices contained in the original Content. You may not sell, transfer, assign, license, sublicense, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose unless otherwise stated in a valid Terms of Service – Licensing Agreement between Sprout and you when you purchase content. The use or posting of the Content on any other website, social media page, or in a networked computer environment for any purpose is expressly prohibited.

(b) The trademarks, service marks, and logos of Sprout (collectively, the “**Sprout Trademarks**”) used, displayed, or incorporated on the Website are registered and unregistered trademarks or service marks of Sprout. Other company, product, and service names located on the Website may be trademarks or service marks owned by others (collectively, the “**Third-Party Trademarks**”) and together with the Sprout Trademarks, the “**Trademarks**”). Nothing on the Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without prior written permission specific for each such use. Use of the Trademarks as part of a link to or from any site is prohibited unless establishment of such a link is approved in advance by Sprout. All goodwill generated from the use of Sprout Trademarks inures to our benefit.

4. Registration Process. During the registration process for Members, we will ask you to create an account, which includes a sign-in name (“**Sign-In Name**”), a password (“**Password**”), and perhaps certain additional information that will assist in authenticating your identity when you log-in in the future (“**Unique Identifiers**”). When creating your account, you must provide true, accurate, current, and complete information. Each Sign-In Name and corresponding Password can be used by only one Member and sharing your access credentials with others (especially if they are using your credentials to access our proprietary Content is a material breach of these Terms of Use. You are solely responsible for the confidentiality and use of your Sign-In Name, Password, and Unique Identifiers, as well as for any use, misuse, or communications entered through the Website using one or more of them. You will promptly inform us of any need to deactivate a Password or

Sign-In Name or change any Unique Identifier. We reserve the right to delete or change your Password, Sign-In Name, or Unique Identifier at any time and for any reason and shall have no liability to you for any loss or damage caused by such action. Sprout will not be liable for any loss or damage caused by any unauthorized use of your account.

5. Exclusivity. Upon completion of the registration process, and in the sole and absolute discretion of Sprout after a review of the information provided by a prospective Member, a prospective Member may be entitled to a membership with Sprout (the “**Membership**”). Pursuant to obtaining a Membership, a Member will be provided access to the products and services, including Content and Trademarks as defined above, provided by Sprout through its Website or otherwise (the “**Materials**”). A Member’s Membership shall apply solely and exclusively to the residential multifamily property (the “**Community**”) registered by the prospective Member during the registration process (the “**Registered Community**”). Any use or attempted use of the Materials for a Community other than the Registered Community may result in the termination of the Member’s Membership by Sprout in its sole and absolute discretion and the commencement of legal proceedings by Sprout against the Member.

6. Purchases. Additional terms and conditions apply to the purchases of Sprout products and services and to the dissemination or reproduction of such products. You agree to abide by such other terms and conditions, where applicable. If there is a conflict between these Terms of Use and the terms applicable to a specific portion of the Website or to the purchase of a Sprout product or service, the latter terms shall control with respect to your use of the specific portion of the Website or your use of the purchased product or service.

When you make a purchase, we, or our third-party payment processor, shall authorize your credit card, bank account, or other approved payment facility you provided during the registration process for the full payment of the fees and any applicable taxes, and you hereby consent to the same. All payments will be charged and made in U.S. dollars.

You must provide current, complete, and accurate billing and credit card information. You must promptly update all billing information (such as billing address, card number, and expiration date) to keep your account current, complete, and accurate, and you must promptly contact us if your credit card is lost or stolen, or if you become aware of a potential breach of account security (such as an unauthorized disclosure or use of your Sign-In Name or Password). You hereby authorize Sprout to obtain or determine updated or replacement expiration dates for your credit card in the event that the credit card you provided us expires. We reserve the right to charge any renewal card issued to you to the same extent as the expired card. If payment is not received from your credit card issuer, you hereby agree to pay all amounts due upon demand. You agree to pay all costs of collection, including attorney’s fees and costs, on any outstanding balance. In certain instances, the issuer of your credit card may charge you a foreign transaction fee or related charges, which you will be responsible to pay. You are advised to check with your bank and credit card issuer for details.

7. Communication with Us. Although you may email us through the contact information on the Website, we do not want you to, and you should not, email us any material, text, or other content which contains confidential information. With respect to all emails and communications you send to us, including, but not limited to, feedback, questions, comments,

suggestions, and the like, we shall be free to use any ideas, concepts, know-how, or techniques contained in your communications for any purpose whatsoever, including but not limited to, the development, production, and marketing of products and services that incorporate such information without compensation or attribution to you.

8. External Sites. The Website may contain links to third-party websites (“**External Sites**”). Such External Sites are not under Sprout’s control, and Sprout is not responsible for and does not endorse the content of such External Sites, including any information or materials, or the accuracy thereof, contained on such External Sites. Such content is developed and provided by third-parties. The links on the Website to External Sites are provided solely as a convenience to you. You should contact the site administrator or webmaster for those External Sites if you have any concerns regarding such links or any content located on such External Sites. You should take precautions when downloading files from all websites to protect your computer from viruses and other destructive programs. If you decide to access linked External Sites, you do so at your own risk.

9. Limit of Liability. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, WE SHALL NOT BE SUBJECT TO LIABILITY FOR ANY DELAYS OR INTERRUPTIONS OF THE WEBSITE FROM WHATEVER CAUSE, AND YOU AGREE THAT YOU USE THE CONTENT AND THE WEBSITE AT YOUR OWN RISK. WE SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO ACCESS AND USE THE WEBSITE OR THE CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**IF YOUR USE OF THE WEBSITE OR THE CONTENT RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, WE SHALL NOT BE RESPONSIBLE FOR THOSE COSTS UNLESS REQUIRED BY APPLICABLE LAWS.**

**THE WEBSITE MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS OR OMISSIONS. UNLESS REQUIRED BY APPLICABLE LAWS, WE ARE NOT RESPONSIBLE FOR ANY SUCH TYPOGRAPHICAL, TECHNICAL, OR PRICING ERRORS LISTED ON THE WEBSITE. THE WEBSITE MAY CONTAIN INFORMATION ON CERTAIN PRODUCTS AND SERVICES, NOT ALL OF WHICH ARE AVAILABLE IN EVERY LOCATION. A REFERENCE TO A PRODUCT OR SERVICE ON THE WEBSITE DOES NOT IMPLY THAT SUCH PRODUCT OR SERVICE IS OR WILL BE AVAILABLE IN YOUR LOCATION. WE RESERVE THE RIGHT TO MAKE CHANGES, CORRECTIONS, AND/OR IMPROVEMENTS TO THE WEBSITE AT ANY TIME WITHOUT NOTICE.**

10. Disclaimers. **SPROUT DOES NOT PROMISE THAT THE WEBSITE OR ANY CONTENT, SERVICE OR FEATURE OF THE WEBSITE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE WEBSITE WILL PROVIDE SPECIFIC RESULTS. THE WEBSITE AND ITS**

**CONTENT ARE DELIVERED ON AN “AS-IS” AND “AS-AVAILABLE” BASIS. ALL INFORMATION PROVIDED ON THE WEBSITE IS SUBJECT TO CHANGE WITHOUT NOTICE. SPROUT CANNOT ENSURE THAT ANY FILES OR OTHER DATA YOU DOWNLOAD FROM THE WEBSITE WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. SPROUT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. SPROUT DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE WEBSITE AND/OR ANY SPROUT SERVICES. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE WEBSITE AND ANY EXTERNAL SITES. YOUR SOLE REMEDY AGAINST SPROUT FOR DISSATISFACTION WITH THE WEBSITE OR ANY CONTENT IS TO STOP USING THE WEBSITE OR ANY SUCH CONTENT. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES.**

11. Representations, Warranties, and Indemnification. You agree to defend, indemnify, and hold us and our officers, directors, employees, agents, successors, licensees, and assigns harmless from and against any damages, liabilities, losses, expenses, claims, actions, and/or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from: (i) your breach of these Terms of Use; (ii) your access to, use or misuse of the Content or the Website; and (iii) your violation of any third-party rights, including without limitation any copyright, trademark, property, publicity, or privacy right. We shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit, or proceeding. We reserve the right to assume the exclusive defense and control (at your expense) of any matter that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

If you are a Member, you hereby represent, warrant, and covenant that (i) your use of your Member account in the manners contemplated in these Terms of Use shall not violate or misappropriate the intellectual property, privacy, publicity, contractual, or other rights of any third party; (ii) you will not violate any of our Website guidelines as set forth in these Terms of Use; (iii) you will not violate the terms of any other agreement between Sprout and you or your affiliate, including, but not limited to, the applicable Terms of Service – Licensing Agreement to which you are subject; and (iv) that you own or have the necessary licenses, rights, consents, and permissions to enter into the Terms of Service – Licensing Agreement and conduct the activity on the Website to access any Content you have purchased.

12. Compliance with Law. The Website is based in the United States. We make no claims concerning whether the Content may be downloaded, viewed, or be appropriate for use outside of the United States. If you access the Website or the Content from outside of the United States, you do so at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

13. Termination of Terms of Use. Sprout reserves the right, in our sole discretion, to restrict, suspend, or terminate these Terms of Use and your access to all or any part of the Website, at any time and for any reason without prior notice or liability. We reserve the right to change, suspend, or discontinue all or any part of the Website at any time without prior notice or liability.

14. Governing Law; Dispute Resolution. These Terms of Use and any action related thereto will be governed by the laws of the State of Texas without regard to its conflict of laws provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in Bexar County, Texas, and waive any objection to such jurisdiction or venue. In the event of a dispute arising under or relating to these Terms of Use, the Content, or the Website (each, a “**Dispute**”), either party may elect to finally and exclusively resolve the dispute by binding arbitration governed by the Federal Arbitration Act (“**FAA**”). Any election to arbitrate, at any time, shall be final and binding on the other party. **IF EITHER PARTY CHOOSES ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL. DISCOVERY AND APPEAL RIGHTS MAY ALSO BE LIMITED IN ARBITRATION.** All disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the FAA. Any court in San Antonio, Texas may enforce the arbitrator’s award. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association (“**AAA**”) and, where appropriate, the AAA’s Supplementary Procedures for Consumer Related Disputes (“**AAA Consumer Rules**”), both of which are available at the AAA website, [www.adr.org](http://www.adr.org). The arbitration may be conducted in person, through the submission of documents, by phone, or online. If conducted in person, the arbitration shall take place in San Antonio, Texas. The parties may litigate in court to compel arbitration, to stay proceeding pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. In addition, we may litigate in court to seek injunctive relief.

15. Class Action Waiver. You agree that any arbitration or proceeding shall be limited to the Dispute between us and you individually. To the full extent permitted by law, (i) no arbitration or proceeding shall be joined with any other; (ii) there is no right or authority for any Dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; (iii) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or other persons. **YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.**

16. Miscellaneous. **YOU AGREE THAT, UNLESS CONTRARY TO ANY APPLICABLE LAW, ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE WEBSITE, THE CONTENT, OR THESE TERMS OF USE MUST BE COMMENCED BY YOU WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.** If any provision of these Terms of Use is found to be invalid by any court having competent jurisdiction or terminated in accordance with Section 12, the invalidity or termination of such provision shall not affect the validity of the following provisions of these Terms of Use, which shall remain in full force and effect: Sections 3, 5, 6, 8, 9, 10, 11, 12, 13, 14, and 15.

Our failure to act on or enforce any provision of these Terms of Use shall not be construed as a waiver of that provision or any other provision in these Terms of Use. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by us and you in writing, these Terms of Use constitutes the entire agreement between you and us with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. These Terms of Use will inure to the benefit of our successors, assigns, licensees, and sublicensees.