



## Member Benefits Program Terms

This Member Benefits Program Terms Agreement (this “Agreement”) governs your use of the NoviHome Member Benefits Program™.

### 1. OUR MISSION

Our mission is to provide you with exceptional offers on products and services from third-party companies to enhance your home-buying or home-building experience. Let us put it this way: if we find a deal on a product or service that we would like ourselves, we will do our best to make it available for you.

### 2. YOUR BENEFITS AND ELIGIBILITY.

By registering and accepting this Agreement for our Member Benefits Program, you become a Member of and are eligible for the NoviHome Member Benefits Program™. You agree that NoviHome, LLC may utilize your information you use to create your NoviHome software account or the information you use registering for this NoviHome Member Benefits Program to connect you with companies offering products and services (the “Third Party Companies”).

As a Member, you may occasionally be contacted through email or phone by third-party companies that will offer you products or services cost free or at a discounted cost for a limited time. You can solely decide if the offer is beneficial for you or not – it’s really that simple! If you do not want to be a Member of the NoviHome Member Benefits Program™, you can easily opt-out by following the opt-out instructions down below.

As a Member, you agree that Third-Party Company representatives may contact you via email, text or phone call to the email or phone number provided by you during the NoviHome software registration process using automated technology for marketing purposes regarding offers on products and services, even if you have registered your email or phone number on a do-not-solicit list.

By agreeing to this Agreement, you agree to be contacted by Safe Streets USA LLC for marketing purposes related to ADT alarm products and services, even if you are on a Do Not Call list, including to be called back at the phone number provided (including cellular) which you certify is your own number and you will inform Safe Streets USA LLC if your number changes which call may be generated from an automated phone dialing system. You are not required to consent to make a purchase from Safe Streets USA LLC.

### 3. YOUR COST.

As a Member, the NoviHome Member Benefits Program™ is cost free! However, as it relates to offers from third-party companies, we expect that Members will see a combination of cost free offers

and offers with discounted costs. In the event you receive an offer with a discounted cost and you desire to purchase - you will be required to pay the third-party company for the amount described in the offer.

#### **4. DATA COLLECTION AND PRIVACY POLICY.**

We may use your personal information you provide while registering for and using the NoviHome Benefits Program to improve our services for you and provide you with offers from third-party companies on their products and services. We expect Members to submit and maintain accurate and current user information in connection with their Membership. Such information includes name, address, email address, and telephone number. In addition, we will comply with our [NoviHome Privacy Policy](#) as amended from time to time in accordance with its terms. You may view the current version of the NoviHome Privacy Policy at any time online at [novihome.com/privacy](http://novihome.com/privacy) or you may obtain a copy by calling Member Services at 1-435-868-8594.

#### **5. TERM; CANCELLATION.**

The Membership term is for one year, beginning on the date of registration, and will automatically renew at the end of a term for an additional one-year term, unless terminated earlier by Member or Us. You or Us reserve the right to cancel your Membership at any time and for any reason. Upon termination, you will no longer have eligibility for Member offers.

#### **6. DISCLAIMERS; LIMITATION OF LIABILITY.**

USE OF THE NOVIHOME MEMBER BENEFITS PROGRAM™ AND ANY OF ITS ASSOCIATED BENEFITS, INCLUDING THIRD-PARTY PRODUCTS AND SERVICES, IS AT YOUR SOLE RISK. THE MEMBERSHIP BENEFITS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU AGREE TO HOLD HARMLESS AND INDEMNIFY NOVIHOME, LLC FROM ANY HARM, LIABILITY, LOSS, COSTS OR DAMAGE CAUSED TO YOU BY THIS NOVIHOME MEMBER BENEFITS PROGRAM OR ANY THIRD-PARTY COMPANIES.

#### **7. GOVERNING LAW; JURISDICTION AND ARBITRATION.**

This Agreement, and the respective rights and obligations of the parties hereunder, shall be governed by, and construed in accordance with, the laws of the State of Utah, without regard to conflict of law principles.

Any controversy or claim arising out of or relating to this Agreement (including any breach thereof) or the NoviHome Member Benefits Program™ shall be settled by arbitration administered by the American Arbitration Association in Iron County, Utah, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated with any claim or controversy of any other party. The foregoing shall not preclude Us from seeking any injunctive relief in State or Federal courts for protection of our respective intellectual property rights (including such rights of their respective licensors).

#### **8. ACKNOWLEDGEMENT.**

This Agreement, including all documents referenced herein, represents the entire understanding between us and any user of the NoviHome Member Benefits Program™ with respect to the NoviHome Member Benefits Program™ and supersedes any other agreements, statements or

representations. Headings used in this Agreement are for reference only and shall not affect the meaning of any terms. **Any user of any portion of the NoviHome software or NoviHome Member Benefits Program™ is deemed to have accepted the terms and conditions of this Agreement.**

## **9. OPT-OUT POLICY AND INSTRUCTIONS.**

As a Member you can opt-in or opt-out of the NoviHome Member Benefits Program™ at any time and for any reason. To opt-in or opt-out, you can simply contact NoviHome support via email at [support@novihome.com](mailto:support@novihome.com). You can also change this setting by logging into the NoviHome software at [my.novihome.com](http://my.novihome.com) and changing your preference in the “Member Benefits Program” menu item. You can also contact any Third-Party Company directly to opt-out for their specific products or services.

## **10. CHANGES TO THIS AGREEMENT.**

We may change the terms of this Agreement at any time without notice or liability by posting a revised Agreement on the NoviHome Member Benefits Program website located at [novihome.com/membership](http://novihome.com/membership). Any change shall take effect immediately, unless otherwise provided. You may view the current version of this Agreement at any time online at [novihome.com/membership](http://novihome.com/membership). You may also obtain a copy by calling Member Services at 1-435-868-8594.

This Agreement was last modified on June 24, 2020.