

# TERMS AND CONDITIONS

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These Terms and Conditions (“Terms”) constitute a legally binding agreement between Firefly and you. YOU ACKNOWLEDGE AND AGREE THAT BY USING THE SITE, YOU ARE ENTERING INTO A LEGALLY BINDING CONTRACT. YOU WILL NOT BE PERMITTED TO USE THE SITE UNLESS AND UNTIL YOU ACCEPT THESE TERMS AND ANY OTHER RULES OR POLICIES THAT FIREFLY MAY CREATE AND MAKE AVAILABLE ON THE SITE FROM TIME TO TIME.

You acknowledge that you have read these Terms and accept, understand, and will be bound by them. You further acknowledge that these Terms, together with Firefly’s additional Online Privacy Statement, which is incorporated herein by reference, represent the complete and exclusive statement of the agreement between Firefly and you relating to your access or use of the Site and supersede any proposal or prior agreement, oral or written, and any other communications between the parties regarding such matters.

If you are accepting these Terms on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so. If you cannot confirm the foregoing, then you must not agree to these Terms and may not use the Site.

## 2. Amendments to Terms

We post the effective date of these Terms below. Firefly may amend these Terms at any time by posting the revised Terms on the Site with an updated effective date. You are responsible for regularly reviewing these Terms. You can review the most current version of the Terms at any time at [www.fireflylockhart.com/terms](http://www.fireflylockhart.com/terms).

We may terminate these Terms at any time by suspending or terminating access to the Site and/or otherwise notifying you of our decision. Your continued use of the Site after we have posted revised Terms signifies your acceptance of such revised Terms. No amendment or modification of these Terms will be binding unless in writing and signed by Firefly’s duly authorized representative or posted to the Site by such representative.

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All Users represent and warrant to Firefly that (a) all information that they provide to Firefly is accurate and truthful; (b) acceptance and use of the Site pursuant to these Terms and Conditions does not violate any applicable law or other contract or obligation to which they are a party or are otherwise bound; (c) they will not use the Site in connection with any fraudulent or illegal activity or in any manner which interferes with the operations of the Site; and (d) they have the right, power, and authority to enter into these Terms.

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The Site may enable access to Firefly's and third-party services and web sites (collectively and individually, the "Services"). Use of the Services requires Internet access. Some Services may require that you register and create an account. Other Services may only require that you provide certain personal information without creating an account.

The Site may allow you to transmit applications and other documents to us online in connection with the Services. You may be required to register and create an account to be able to use this feature. In some cases, third parties assist us with providing these Services.

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## **7. Privacy Policy; Consent to Use of Data**

Unless otherwise addressed in these Terms, your use of the Site is subject to Firefly's additional Online Privacy Statement. It is important that you read and understand the terms of the Online Privacy Statement. By entering into these Terms, you represent that you have read, understood and accepted the Online Privacy Statement. Firefly may cooperate with and disclose information (including your personal information) to any authority, government official or third party, without giving any notice to you, in connection with any investigation, proceeding or claim arising from an asserted illegal action or infringement, whether related or unrelated to your use or misuse of this Site as more particularly described in the Online Privacy Statement.

You also agree that Firefly may collect and use technical data and related information, including but not limited to, technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of product support and other services (if any) related to the Site as more particularly described in the Online Privacy Statement.

## **8. Consent to be Contacted**

If you provide, or have provided, a telephone number or email address to us (either through the Site or by other means), you expressly agree that we (or an agent on our behalf) may contact you at that number and/or address in order to provide you with informational and service messages, including via text message, push notification and/or by using automated telephone technology or artificial or prerecorded voice messages. You represent and warrant that you are the authorized subscriber for the telephone number(s) or email addresses you have provided. You may revoke your consent to be contacted at such email address by emailing us at [Info@Fireflylockhart.com](mailto:Info@Fireflylockhart.com)

We may provide you with the opportunity to interact with us via text messages including receiving messages about events, special offers, special discounts, your transactions, or other information. Mobile subscribers can enroll through the website, at checkout, or through their mobile device. By opting in, you agree to receive our updates and offers via text from us and our SMS service provider, and to be bound by these Terms and our Online Privacy Statement. If your mobile operator is not participating, you will not receive a reply to your messages. Some operators may not support some services at the process offered. Pre-paid users may not be able to participate. Check with your mobile operator.

By opting in to receiving text messages you agree that you:

- are the authorized user of the mobile device and owner of the mobile phone number provided in the enrollment process;

- give us and our agents express permission to send text messages (including auto-dialed, pre-recorded and/or promotional texts) to the mobile number you provide until you tell us to stop;
- agree to receive text messages from us even if the registered mobile number is on a Do-Not-Call list.

Participation is voluntary. You are not required to participate in order to purchase properties or Services from us. Message frequency may vary. Standard message and data rates apply.

If you change carriers or change or deactivate your mobile number, it is your responsibility to opt out of our text messaging program before making any such change. Failing to do so will be a material breach of these Terms.

*How to cancel.* To stop receiving promotional updates and offers please reply STOP to any text at any time and receive one final text acknowledging receipt of your STOP request.

To get help with text messages. Reply HELP to any text at any time. We do not charge any fee for your participation in the text message program. Check with your wireless carrier for details regarding message or data rates or charges that may apply.

Please see our Online Privacy Statement for additional information. We do not share mobile information outside of our corporate group, our affiliates and their authorized service providers, and your mobile information is never shared with third parties (affiliated or not) for their marketing purposes.

## **9. Security of Account Credentials**

If this Site requires credentials to access, You are solely responsible for maintaining the confidentiality of your Site log-in credentials. You agree to notify us immediately if you have reason to believe that someone is using the Site or your account without your permission. Except to the extent required by law, Firefly will not be responsible for any losses arising out of your failure to notify us of unauthorized use, or any loss or damage you may incur as a result of someone else using your account, either with or without your knowledge. You agree to indemnify and hold harmless Firefly and its managers, officers, equity holders, employees, partners, parents, subsidiaries, agents, and licensors, as applicable, for any improper, unauthorized or illegal uses of your log-in credentials.

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- all "moral rights" that you may have in such content have been voluntarily waived by you;
- all content that you post is accurate;
- you are at least 18 years old; and that
- use of the content you supply does not violate these Terms and will not cause injury to any person or entity.

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If you are dissatisfied with any portion of the Site or the Services, or with any of these Terms, your sole and exclusive remedy is to discontinue using the Site and the Services.

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YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD FIREFLY, ITS THIRD PARTY VENDORS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM ANY AND ALL LIABILITY, LOSS, CLAIMS, EXPENSES, AND DEMANDS, INCLUDING, BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES, MADE BY ANY THIRD PARTY RELATED TO YOUR VIOLATION OF THESE TERMS AND CONDITIONS OR YOUR USE OF THE SERVICES AND INFORMATION PROVIDED AT THIS SITE. Without limiting the foregoing, you will indemnify and hold Us harmless with respect to any suits or claims arising out of: (a) your breach of these Terms, including, but not limited to, any infringement by you of the copyright or intellectual property rights of any third party; (ii) your fraudulent or malicious use of the Site, or your misuse or abuse of the Site; or (ii) your violation of applicable laws, rules or regulations in connection with your use of the Site.

#### **17. Interpretation; Notices**

If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations contained herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of the Terms shall continue in effect. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Except as otherwise specified in these Terms, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (a) personal delivery, (b) the second business day after mailing, (c) the second business day after sending by confirmed facsimile, or (d) the first business day after sending by email. Except as otherwise expressly provided herein, or as updated from time to time by written notice to you, notices to us must be sent via email to [contact@Fireflyhomes.com](mailto:contact@Fireflyhomes.com).

Firefly may send notices to you with respect to your use of the Site by sending an email message to the email address provided to us or by sending a letter via U.S. mail to any contact address provided to us. You agree that we may provide notice to you through such means.

No forbearance or delay by either party in enforcing its rights shall prejudice or restrict the rights of that party and no waiver of any such rights or of any breach of any contractual terms shall be deemed to be a waiver of any other right or of any later breach. You may not assign any of your rights or obligations hereunder, whether by operation of law or otherwise. Firefly may assign its rights and privileges under these Terms, without your consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, or to an affiliate, or in connection with a change in control. Subject to the foregoing, these Terms shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

## **18. Termination**

Firefly, and its Licensors and Suppliers, reserve the right to change, suspend, remove, or disable access to the Site and/or any Services at any time without notice. In no event will We be liable for the removal of or disabling of access to the Site or any such Services. We may also impose limits on the use of or access to certain Services, in any case and without notice or liability.

These Terms will continue to be in effect for as long as we allow you access to and use of the Site and the Services, subject to any updates or revisions which we may make from time to time. User rights under these Terms will terminate automatically without notice from Firefly if you fail to comply with any term(s) of this agreement, but Firefly reserves the right to terminate your participation privileges at any time, with or without cause.

Upon termination of this agreement, you shall cease all use of the Site.

## **19. Entire Agreement**

These Terms comprise the entire agreement between you and Us relating to your access or use of the Site and supersede any proposal or prior agreement oral or written, and any other communications between the parties regarding such matters. There are no agreements, understandings, promises or conditions, oral or written, express or implied, concerning the subject matter of these Terms or in consideration hereof that are not merged herein or superseded hereby, but additional terms may be required in connection with some of the Services. These Terms shall not be modified, terminated, or discharged except by written instrument signed by authorized representatives of the parties hereto.

## **20. Governing Law**

This agreement will be governed by the laws of the state of Texas. The exclusive jurisdiction for any claim, action or dispute with Firefly or relating in any way to your use of the Site will be in the state and federal courts of the state of Texas and the venue for the adjudication or disposition of any such claim, action or dispute will be in Travis County, Texas. Your use of the Site also may be subject to other local, state, national, or international laws.

## **21. Miscellaneous**

You may not use or otherwise export or re-export the Site except as authorized by United States law and the laws of the jurisdiction in which the Site was obtained. In particular, but without limitation, the Site may not be exported or re-exported: (i) into any U.S. embargoed countries; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Site, User represents and warrants that User is not located in any such country or on any such list.

The Site and related documentation may be "Commercial Items", as that term is defined at 48 C.F.R. § 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. § 12.212 or 48 C.F.R. § 227.7202, as applicable. Consistent with 48 C.F.R. § 12.212 or 48 C.F.R. § 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users: (i) only as Commercial Items; and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

## **22. Contacting Us**

To contact us with any questions or concerns in connection with these Terms or the Site, or to provide any notice under this Agreement to us please go to Contact Us, send an email to [Compliance@amherst.com](mailto:Compliance@amherst.com), or write to us at 5001 Plaza on the Lake, Ste 200, Austin, TX 78746.

These Terms were last modified on August 6, 2024.