Terms Of Service

Updated as of November 15, 2025



FUB Terms of Service

Follow Up Boss ("FUB" or "Follow Up Boss" is a brand of Zillow, Inc. ("**Zillow**," "**we**," "**us,**" or "**our**") These Follow Up Boss Terms of Service, together with our Acceptable Use Policy, Privacy Policy, Good Neighbor Policy, and any Order, collectively constitute a binding agreement (collectively, the "**Terms**") between Zillow and you or the legal entity you represent ("**Customer**," "**you**" or "**your**"), concerning the Services (defined below).

By using the Services, or by signing an Order (defined below) for Services, you accept and agree to be bound by the Terms. If you do not agree to the Terms, you may not use the Services.

Zillow may update the Terms at any time, in its sole discretion. Zillow will notify you of changes to the Terms by posting the changes to the Follow Up Boss website, by email, or through other communications. If you do not agree to such change(s), you must stop using the Services. If you continue to use the Services after Zillow posts updated Terms, you hereby agree to be bound by those updated Terms. You are expected to check this webpage **www.followupboss.com/legal-pages/terms-of-service** from time to time, so you are aware of any changes, as they are binding on you.

The Services are sold as an automatically renewing subscription plan requiring recurring payments. You will be billed monthly or annually, as applicable, until you terminate before your next monthly bill date, as

further described in Section 7 of these Terms.

1. Definitions

"**AI/ML Activities**" means designing, developing, pre-training, training, fine-tuning, evaluating, validating, testing, red-teaming, benchmarking, deploying, operating, monitoring, using for inference, optimizing, and otherwise improving machine-learning, statistical, and AI systems (including predictive, recommendation, ranking, classification, and generative systems) and related components (e.g., embeddings, feature vectors, retrieval indices, prompts, safety filters).

"**Applicable Laws**" means (i) all applicable federal and state laws, provincial and territorial laws, regulations, and governmental orders including, without limitation, the Telephone Consumer Protection Act (TCPA), the Federal Communications Commission's Telemarketing Regulations implementing the TCPA, the Telemarketing and Consumer Fraud and Abuse Prevention Act, the Federal Trade Commission's Telemarketing Sales Rule, the Controlling the Assault of Non-Solicited Pornography and Marketing Acts (CAN-SPAM), the Canadian Anti-Spam Legislation (CASL), Canadian Telecommunications Rules such as the CRTC's Unsolicited Telecommunication Rules and Decisions; (ii) industry standards or guidance, including, without limitation, CTIA Policies (as defined below); and (iii) all applicable laws, rules, and regulations relating to data privacy and consumer protection. Refer to the Acceptable Use Policy for a non-exhaustive list of Applicable Laws.

"**Authorized User**" means any individual who is an employee of Customer or an affiliate, partner, service provider or such other person or entity as may be authorized by Customer to access the Services pursuant to Customer's rights under this Agreement.

"**Contact List**" means the list of contacts managed within the Follow Up Boss Platform by Customer or an Authorized User.

"**CTIA Policies**" means the policies and rules of CTIA - The Wireless Association (CTIA), including the CTIA Messaging Principles and Best Practices Guidelines, and the CTIA Short Code Monitoring Handbook, and any similar generally accepted industry policies or rules adopted by carriers, or other practices enforced by carriers.

"**Customer Communications**" means communications sent, transmitted, or conducted by Customers or their Authorized Users via the Services, including emails, SMS and MMS messages, telephone calls, communications through websites, and other similar communications.

"**Customer Data"** has the meaning provided in the FUB Addendum to the Zillow Privacy Notice.

"**Customer Marketing Content**" means trademarks, trade names, service marks, slogans, logos, other source identifiers, and marketing and promotional content, including content in Customer Communications provided or transmitted by Customer or its Authorized Users to the Services in connection with the advertising, promotion, and sale of products and services.

"End Customer" has the meaning provided in the FUB Addendum to the Zillow Privacy Notice.

"End Customer Data" has the meaning provided in the FUB Addendum to the Zillow Privacy Notice.

"**Follow Up Boss Platform**" means the platform and tools to organize, manage, and interact with your contacts.

"**Order**" means the ordering document between you and Zillow, if applicable, which specifies Services and related fees.

"**Services**" has the meaning provided in the FUB Addendum to the Zillow Privacy Notice.

2. Accounts

2.1 Registration. To use certain features of the Services, you must register and create an account. By creating an account, you agree to (a) provide accurate, current and complete account information, (b) maintain the security of your account credentials, and (c) be responsible for all activities that occur in connection with your account. You will not permit anyone to use your account other than Authorized Users. You will immediately notify us if you believe your account has been accessed without authorization or otherwise compromised by emailing us at support@followupboss.com. You expressly agree to be contacted via email, phone, text messaging and push notifications by us, and third parties, if relevant, regarding the Services.

2.2 Eligibility. To use the Services, you must be 18 years of age or older, capable of forming a binding contract with Zillow, and not otherwise barred from using the Services under Applicable Laws. If you do not meet the requirements set forth in this Section, you may not use the Services. If you access or use the Services on behalf of an entity, you represent and warrant that you have the authority to bind that entity to the Terms, and that by accepting the Terms, you are doing so on behalf of that entity.

3. License Rights and Restrictions; Support and Updates

3.1 License. Subject to the Terms, Zillow grants you a limited, personal, non-exclusive, non-transferable, non-sublicensable, revocable license to use the Services solely for your own lawful internal business purposes, and solely in the manner permitted under the Terms. This license will immediately terminate upon termination of your account or the Terms.

3.2 Restrictions. The rights granted to you in the Terms are subject to the following restrictions: (a) you will not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Services, in whole or in part, or any content displayed on the Services; (b) you will not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Services; (c) you will not access the Services in order to build a similar or competitive website, product, or service; (d) except as expressly stated herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and (e) you will not use the Services in violation of the Terms. Unless otherwise indicated, any future release, update, or other addition to the Services will be subject to the Terms. All copyright and other proprietary notices on the Services (or on any content displayed on the Services) must be retained on all copies thereof. Zillow will have the right, but not the obligation, to review and monitor all use of the Services to ensure

compliance with the Terms.

3.3 Support and Equipment. You acknowledge and agree that, except as expressly set forth in the Terms, Zillow will have no obligation to provide you with any support or maintenance in connection with the Services. You are responsible for making all arrangements and obtaining all equipment necessary to access and use the Services.

3.4 Updates. Zillow may, in its sole discretion, at any time, with or without notice, and without liability to you, make updates to the Services, and change or discontinue the availability of some or all functionality of the Services. Zillow will have no obligation to, but may provide notice of material changes to the Services by posting to our website and/or by email. It is your responsibility to check our website periodically to be informed of any changes. Your continued use of the Services following any update or change will be deemed your acceptance of such modifications.

4. Your Responsibilities; Representations and Warranties.

4.1 Compliance with Applicable Laws. You represent and warrant that you will comply with all Applicable Laws and the Terms in connection with your use of the Services. Further, you are solely responsible for all actions taken by you and your Authorized Users and for your Authorized Users' compliance with the Terms. For avoidance of doubt, a breach of these Terms of Service, **Acceptable Use Policy**, **FUB Addendum** to the Zillow Privacy Notice, **Zillow Privacy Notice**, and/or **Good Neighbor Policy** by you or your Authorized Users is a material breach of the Terms.

You are solely responsible for: (a) collecting and maintaining your Contact List and other Customer Data in accordance with Applicable Laws; (b) providing notice and obtaining consent from your End Customers as required under Applicable Laws for use of the Services in accordance with these Terms, including any Customer Communications through the Services; and (c) ensuring that all Customer Marketing Content and the content of any Customer Communications comply with Applicable Laws and the Terms.

4.2 Customer Communications.Customer acknowledges and agrees that Zillow(a) does not control or monitor Customer Communications, or guarantee the accuracy, integrity, security or quality of such Customer Communications and (b) is not responsible for obtaining any necessary consents or permissions from recipients of Customer Communications. Upon request, Customer will provide reasonable proof of compliance with Applicable Laws and the provisions set forth in this Section and Zillow will have no obligation to provide Services where Zillow reasonably believes that Customer has not so complied.

4.3 Advice and Suggestions. Any advice, guidance, templates, or other suggestions provided by Zillow are offered solely for your convenience and are not required for your use of the Service. These materials, including marketing content, and any setup, configuration, or support assistance, are not legal advice, and you remain solely responsible for ensuring compliance with the Terms and all Applicable Laws. You are responsible for obtaining independent legal review of any Customer Marketing Content and Customer Communications. For questions about duties or obligations arising from a real estate transaction, you should consult your own counsel and review applicable state and local licensing laws and regulations.

4.4 Customer Representations and Warranties. Customer represents and warrants on behalf of itself and its Authorized Users that: (a) Customer Data will not violate any third party intellectual property rights, publicity rights, or privacy rights and (b) Customer has all rights, permissions, and consents required to upload, transmit, store, and otherwise use Customer Data in connection with its use of the Services, and to grant Zillow the rights expressly set forth in the Terms.

4.5 Use of FUB API and FUB Data. If you access or use the Follow Up Boss Application Programming Interface ("FUB API") or data made available through the FUB API ("FUB Data"), you agree that such access is limited to authorized use with valid credentials issued by Zillow; you must keep your API keys confidential and may not share them with third parties; and you may only use the FUB API and FUB Data in connection with your own FUB account.

You may use the FUB API to retrieve or send data between your systems and your FUB account; you may not use the FUB API or FUB Data in any way that competes with or harms Zillow, its products, or its customers. You further agree not to resell, license, rent, or otherwise monetize the FUB API; share or disclose FUB Data with any third party, except your own service providers acting on your behalf or where permitted by Applicable Law; reverse engineer, decompile, or otherwise attempt to derive source code or underlying data structures from the FUB API; or exceed the rate limits published in FUB's documentation. You must comply with all applicable FUB API policies, documentation, and instructions as updated from time to time and promptly notify Zillow of any misuse of the FUB API that you become aware of. You acknowledge that Zillow may suspend or terminate your access to the FUB API or FUB Data if you violate these terms.

4.6 Use of AI Features. The Follow Up Boss Platform includes features and functionalities that use Artificial Intelligence ("AI") to produce content. If you use this content with your customers, you are responsible for complying with all Applicable Laws related to use of AI generated content, including laws requiring disclosure of AI generated content.

5. Ownership of the Services; Feedback

5.1 Ownership. We provide you only a limited license to access and use the Services in accordance with the Terms. Accordingly, you hereby agree that Zillow transfers no ownership or intellectual property rights in or to the Services or any materials used in connection with the Services, including, without limitation, software (including source code), programs, products, information, documentation, images, text, graphics, user interfaces, visual interfaces, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, or content (collectively, the "**Zillow Content**"). All Zillow Content as well as the design, structure, selection, coordination, expression, "look and feel," and arrangement of any content contained on or available through the Services are exclusively owned, controlled, and/or licensed by Zillow or its members, parent(s), licensors, or affiliates. The Follow Up Boss Platform, the Follow Up Boss logo, and all other marks, including Zillow marks are proprietary trademarks of MFTB Holdco, Inc. and any use of such marks, including, without limitation, as domain names, account identifiers, or in connection with any search engine optimization practice(s), without the prior written permission of Zillow is hereby strictly prohibited. Except as explicitly provided herein, nothing in the Terms will be deemed to create a license in or under any such intellectual property rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from the Zillow Content or any materials or content accessible on the Services. Use of the

Zillow Content or materials or content accessible on the Services for any purpose not expressly permitted by the Terms is strictly prohibited.

5.2 Third Party Content. Certain content on the Services is owned by ZIP+4 data and the United States Postal Service. The names of actual companies, products, and services mentioned herein may be the trademarks of their respective owners. Any rights not expressly granted herein are reserved. We do not assert copyright or grant any rights to the underlying images or descriptions of real estate listings provided through the Services. Any use of these images and descriptions is subject to the copyright owner's permission and the requirements of applicable law.

5.3 Feedback. If you provide any feedback regarding the Services or other Zillow products or services, you agree that Zillow will be free to use such feedback for any purpose, including to improve the Services and other Zillow products and services, and to develop new products and services.

6. End Customer Data; Prohibited Data; License

6.1 End Customer Data Compliance. With respect to any Contact List or portion of a Contact List collected or obtained outside of the Services, Zillow may require that you certify and provide supporting materials that such Contact List was collected in compliance with Applicable Laws and the Terms before it is uploaded or used in connection with the Services. Unless otherwise provided by Applicable Laws, you are responsible for enabling, facilitating, and responding to your End Customers' and Authorized Users' exercise of any rights available to them under Applicable Laws with respect to personal information collected, stored, used, disclosed, or otherwise processed through the Services, including without limitation any rights to request access to, correction of, or deletion of personal information. You will implement all opt out requests from End Customers (including requests received by email, text, Third Party Service, or other channels), and you will immediately convey any such opt out requests to Zillow. In addition, you will maintain an internal "do not call" list documenting all End Customers who have opted out of your marketing. If you determine that an End Customer opt out request was not immediately provided to Zillow, you will notify Zillow and promptly provide all details and logs reasonably requested by Zillow.

6.2 Retention of Customer Data. After your account is terminated or you otherwise stop using the Services, Zillow may retain Customer Data as long as required to comply with Applicable Laws and our Terms. Provided such termination was not due to your breach of the Terms, Customer may contact Zillow at support@followupboss.com within thirty (30) days following termination and Zillow will provide reasonable assistance in obtaining a copy of your Contact List from Zillow systems. Notwithstanding anything in the Terms, Zillow has no obligation to store or backup your Customer Data following termination of your account, and you are solely responsible for backing up your Customer Data. Zillow is not required to delete data that has been derived from Customer Data if such data is de-identified or anonymized such that it cannot reasonably identify a specific individual.

6.3 Prohibited Data. You agree that Customer Data will not contain any of the following categories of data: (a) government issued identifiers (e.g. social security or driver's license numbers); (b) other than the contents of communications, sensitive personal information as defined under the California Consumer Privacy Act (CCPA) as amended by the California Privacy Rights Act (CPRA) or other Applicable Laws, such as other state privacy laws; (c) personal information of children as defined under the Children's Online Privacy Protection Rule (COPPA) or similar

Applicable Laws related to children's privacy and data; (d) nonpublic personal information subject to the Gramm-Leach-Bliley Act (GLBA) or similar Applicable Laws related to financial privacy and data; or (e) personal health information as defined under the Health Insurance Portability and Accountability Act, and we will have no liability under the Terms for any of the foregoing types of data.

6.4 License. Customer grants Zillow a non-exclusive, non-transferable (except pursuant to an assignment as set forth in Section 19), worldwide, royalty-free license to host, copy, process, transmit, and otherwise use Customer Data to (a) provide the Services; (b) improve and develop the Services; (c) enforce our rights under these Terms; (d) as permitted with your consent; and (e) as otherwise set forth in these Terms, **Zillow's Privacy Notice**, and the **FUB Addendum** to the Zillow Privacy Notice. For clarity, the foregoing license includes any logos, trademarks, trade names and other similar identifying material that you provide through the Services.

6.5 Deidentified or Aggregated Data. You agree that both before and after the term of the Terms, Zillow may collect, analyze, use, and retain Customer Data you submit or make available to the Services that does not directly or indirectly identify you, your End Customers, or any natural person, for the purpose of operating, analyzing, improving or marketing the Services, developing new products or services, including to perform AI/ML Activities, or for other purposes.

7. Payments; Refunds

7.1 Payments. Payment for the Services will be in accordance with the terms that you have agreed to at the time of sign up for the Services or in the Order for the Services, if applicable. You will make all payments hereunder in US dollars. If you fail to make any payment when due then, pursuant to Section 7.10 below, Zillow may terminate your access to the Services (including access by your Authorized Users) without liability or notice to you. Please note that prices and charges are subject to change with notice.

7.2 Payment Authorization; No Refund. You authorize Zillow and its third-party service providers to charge your Payment Method (defined below) on file at the following times and for the following purposes: (1) at the time of sign up for the Services, the current monthly or annual subscription fee, as applicable, and any applicable taxes; (2) on a recurring monthly or annual basis, the then-current monthly or annual subscription fee plus applicable taxes. Monthly or annual billing will continue until you cancel. You may cancel your subscription within your account interface in the Follow Up Boss Platform. If you cancel before the expiration date of your current subscription, you will not be entitled to a refund of any amounts that you have already paid, to the fullest extent permitted by applicable laws. You also authorize us to further debit or credit your Payment Method to correct any erroneous debits or charges, make necessary adjustments to your payment, or to issue a refund back to your account.

7.3 Fee Changes. Your pricing will remain fixed during your initial subscription term. However, Zillow reserves the right to update subscription pricing, taxes, or to introduce new fees. Updated pricing will apply only at the start of your next renewal term, unless otherwise agreed in writing. If you do not agree to the updated fees, you may cancel your subscription prior to the start of the next billing cycle. Continued use of the Services after the new fees take effect constitutes your acceptance of the updated pricing.

7.4 Billing Cycle. Your total monthly or annual, as applicable, subscription fee (including fee for tier and additional seats) will be charged to your Payment Method at the time of enrollment and monthly or annually, as applicable, in

advance on a rolling billing cycle. Your monthly billing date will be shown in your Follow Up Boss account under the Billing tab.

Invoices will be generated on your billing date each month or each, as applicable, and made available in your Follow Up Boss account. Your invoice will include the subscription fees for your Follow up Boss tier, any additional seats, applicable taxes, and any other charges incurred during the prior billing period. Invoices will be automatically marked as paid as soon as payment is charged against your Payment Method on file in your Follow Up Boss account. Your Follow Up Boss account will serve as the official billing record for all purposes under these Terms.

7.5 Payment Method and Updates. You are responsible for maintaining accurate and up-to-date payment information in your Follow Up Boss account. All payments are processed using the payment method you provide through your Follow Up Boss and/or Zillow account (your "Payment Method"). If there is a change to your Payment Method or billing details, you must update your Payment Method in your Follow Up Boss account. If your payment details change, you authorize your card provider or bank to provide Zillow and its third-party service providers with updated account information. You also authorize Zillow and its third-party service providers to charge your Payment Method, or any updated Payment Method associated with your account, if your primary method is declined or otherwise unavailable to satisfy amounts owed under this Agreement.

7.6 Sharing of Payment Information. You authorize Zillow and its service providers to store your Payment Method information for the purpose of executing future Zillow transactions and autorenewal payments under this Agreement as further described in the **FUB Addendum** to the Zillow Privacy Notice.

7.7 Late Payment. Zillow may terminate your Follow Up Boss subscription with or without notice for late payment caused by an invalid Payment Method, outdated payment details, or any other reason. You remain responsible for any uncollected amounts and applicable termination fees notwithstanding any termination of your Follow Up Boss subscription. Payment of outstanding fees following termination does not entitle you to reactivation of services. In the event your payment is late, unpaid amounts will bear interest at the rate of one percent (1%) per month (or the highest rate permitted by law, if less). You are responsible for paying reasonable expenses (including collection agency and attorneys' fees) Zillow incurs in collecting unpaid amounts. Nothing in these Terms obligates Zillow to extend credit to any party.

7.8 Taxes. Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under this agreement. All fees payable by you are exclusive of applicable taxes and duties, including, without limitation, excise tax, sales and transaction taxes, and gross receipts taxes ("Indirect Taxes"). You will provide such information to Zillow as reasonably required to determine whether Zillow is obligated to collect Indirect Taxes from you. With respect to sales tax, if you do not provide Zillow with your current business address, then Zillow will apply sales tax to your fees at the highest then-current rate in the country. Zillow will not collect, and you will not pay, any such Indirect Tax or duty for which you furnish Zillow a properly completed exemption certificate for which Zillow may claim an available exemption from Indirect Tax.

7.9 Free Trial. Zillow may make certain Services available to you for evaluation purposes free of charge. Such free trial is subject to any terms and conditions communicated to you at the time you initiate the free trial, including

any limitations on total messaging or other features. Unless otherwise set forth in an Order, Zillow may terminate a free trial at any time in its sole discretion.

7.10 Billing Disputes. If you would like to dispute any invoice received from or charged by Zillow authorized above, you must provide Zillow with written notice within thirty (30) days of the applicable invoice date, as shown in your Follow Up Boss account. To the fullest extent permitted by law, you waive all claims relating to payments that Zillow charges to a Payment Method unless claimed within thirty (30) days after the charge (without prejudice to your credit card issuer rights).

7.11 Cross Non-Payment Defaults. Zillow reserves the right to suspend or terminate your access to other Zillow products or services if you fail to pay amounts owed under your Follow Up Boss subscription. Similarly, Zillow may suspend or terminate your Follow Up Boss subscription if you default on payment obligations related to other Zillow products or services governed by separate agreements with Zillow.

8. Affiliate Integrations; Third Party Services; Beta Features

8.1 Integration with Subsidiaries and Affiliates. By enabling an integration between Follow Up Boss and affiliate of Zillow (each, an "Affiliate"), you expressly authorize and consent to the exchange of data between Follow Up Boss and Affiliate, including the sharing of information by Follow Up Boss with the Affiliate and by Affiliate with Follow Up Boss, as necessary to facilitate and support the integration. Data provided by Follow Up Boss to an Affiliate will be governed by the applicable Affiliate's terms of use and privacy notice. Data provided by an Affiliate to Follow Up Boss will be governed by these Terms. "Affiliate" means, with respect to Zillow, any entity that directly or indirectly controls, is controlled by, or, or is under common control with Zillow. For purposes of this definition "control" means ownership of more than 50% of the voting interests or other managing authority of the subject entity.

8.2 Linked Websites. We have not reviewed all of the third party websites, applications, or services which may be connected to the Services (each a "Third Party Service") and are not responsible for the content provided by a Third Party Service. For purposes of clarification, Third Party Service does not include services provided by Zillow Affiliates. Nothing in the Services, including, without limitation, any integration capabilities or connections to a Third Party Service, should be construed as an endorsement of a Third Party Service by Zillow. Your choice to connect a Third Party Service is at your own risk, and you should review and comply with all terms relating to such Third Party Service, including responsibilities related to any disclosure or other processing of your Customer Data in connection with such terms. Zillow reserves the right not to integrate with, or to remove the integration to, any Third Party Service at any time. Any integration to a Third Party Service is provided as a convenience to you. Each Third Party Service is neither owned nor operated by Zillow and we have no control over each Third Party Service. Zillow makes no representations or warranties with respect to the Third Party Services and will have no liability for your use thereof. You will provide advance written notice to Zillow if you require assistance with suspending or terminating an integration between a Third Party Service and the Services and Zillow may assist in its discretion.

8.3 Beta Features. Zillow may, in its sole discretion, invite you to use pre-release or beta features that are not yet generally available and provide feedback related thereto. Access to such features may be conditioned upon additional terms and conditions and may be revoked by Zillow at any time. Any beta features will be considered

Zillow's proprietary information. Zillow MAKES NO REPRESENTATIONS OR WARRANTIES THAT BETA FEATURES WILL FUNCTION OR CONTINUE TO BE AVAILABLE, AND ANY USE OF BETA FEATURES WILL BE AT YOUR OWN RISK.

9. Indemnification; Carrier Fines

9.1 Indemnification. You agree to indemnify, defend, and hold harmless Zillow, our affiliates, and our respective directors, officers, employees, and agents from any and all claims and demands made by any third party due to or arising out of: (a) your access to or use of the Services; (b) your breach of these Terms; (c) your violation of any law or the rights of a third party; (d) any dispute or issue between you and any third party; (e) any Customer Communications or Customer Marketing Content you upload to, send or otherwise make available through, the Services; (f) your willful misconduct; and (g) any other party's access to or use of the Services using your account and password. Zillow reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in that case, you agree to cooperate with Zillow's defense of that claim.

9.2 Carrier Fines. Notwithstanding anything to the contrary in the Terms, you agree that if Zillow is fined by a carrier or regulatory body as a result of your failure to comply with the Terms, Zillow may charge you for, and you will pay, the amount of such fine.

10. Disclaimers

THE SERVICES AND THE INFORMATION, SOFTWARE, PRODUCTS AND SERVICES ASSOCIATED WITH THEM ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, AND ZILLOW (AND OUR SUPPLIERS) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. NEITHER WE NOR OUR SUPPLIERS MAKE ANY WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE.

ZILLOW TAKES NO RESPONSIBILITY AND ASSUMES NO LIABILITY FOR CUSTOMER DATA, OR LOSS OF DATA OR DAMAGE TO YOUR COMPUTER OR OTHER SYSTEMS THAT RESULTS FROM YOUR USE OF THE SERVICES. CUSTOMERS ARE SOLELY RESPONSIBLE FOR BACKING UP CUSTOMER DATA.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ZILLOW OR THROUGH OR FROM THE SERVICES WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THE TERMS.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAWS.

11. Limitation of Liability; Third Party Disputes

11.1 Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT will ZILLOW, ITS SUBSIDIARIES, AFFILIATES, OR ITS OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR OR YOUR AUTHORIZED USERS' USE, OR INABILITY TO USE, THE SERVICES, ANY THIRD PARTY SERVICE INTEGRATED WITH THE SERVICES, ANY CONTENT ON THE SERVICES OR SUCH THIRD PARTY SERVICE, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE AND EVEN IF A LIMITED REMEDY SET FORTH THE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL ZILLOW'S, ITS SUBSIDIARIES', AFFILIATES', OR ITS OR THEIR LICENSORS', SERVICES PROVIDERS', EMPLOYEES', AGENTS', OFFICERS', OR DIRECTORS' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE TERMS OR YOUR USE OF THE SERVICES (WHETHER IN CONTRACT, TORT, WARRANTY OR OTHERWISE) EXCEED THE FEES PAYABLE BY CUSTOMER IN THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING CAUSE TO THE LIABILITY.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAWS.

11.2 Third Party Disputes. Zillow has no responsibility for any dispute between a Customer or its Authorized Users and its End Customers or between a Customer and its Authorized Users. Zillow will have no liability for any damages of any kind, under any theory of law, that relate to a Customer's or Authorized Users' relationship with its End Customers or a Customer's relationship with its Authorized Users, even if Zillow has been advised of the possibility of such damages.

12. Hosting

The Services are hosted in the United States. If you are located outside of the United States and you contact us, please be advised that any information you provide to us will be transferred to the United States and that by submitting information, you explicitly authorize such transfer. We make no claim that the Services or any of its content is accessible or appropriate outside of the United States. Access to the Services may not be legal by certain persons or in certain countries. If you access the Services from outside the United States, you do so on your own initiative and are responsible for compliance with all applicable local laws.

13. Term and Termination

Subject to this Section 13, the Terms will remain in full force and effect while you use the Services. Zillow reserves the right at any time to modify, terminate, or discontinue your use of the Services or any part thereof with or without notice, including (a) for any use of the Services in violation of the Terms, (b) if our suppliers prohibit or

restrict Zillow from providing the Services to you, including if a carrier determines that you or your Authorized Users have violated their content policies, or (c) if your or your Authorized Users' use of the Services poses a security or legal risk. You agree that Zillow will not be liable to you or to any third party for any modification, suspension or discontinuance of the Services. If your account is terminated by Zillow under this Section, all relevant Orders then in effect will also be terminated.

Upon termination of your rights under the Terms, your account and right to access and use the Services terminate immediately, and you and your Authorized Users will immediately cease use of the Services and return or destroy all confidential information of Zillow in your possession or control. In addition, all fees owed pursuant to Section 7 (Payments; No Refunds) will become immediately due and payable. You understand that any termination of your account may involve deletion of your Customer Data and any content, information or materials associated with your account from our databases. Zillow may, at its sole discretion, permit continued, limited access for Customers for a limited time after the conclusion of the term. If a Customer or its Authorized Users wishes to save or maintain any data, it is their sole obligation to download such data before the conclusion of the term. Once the term of an account ends, Zillow may delete data relating to an account in accordance with the Terms. Even after your rights under the Terms are terminated, the following provisions of these Terms will remain in effect: Sections 4-7, 9-19, and those provisions that by their terms expressly survive termination hereunder.

14. Choice of Law; Disputes.

These Terms of Use are governed by the laws of the State of Washington, without giving effect to its conflict of laws provisions. You agree to submit to the personal and exclusive jurisdiction and venue in the state and federal courts sitting in King County, Washington for all disputes, claims, and actions arising from or in connection with the Services or otherwise under these Terms of Use. The Zillow Companies operate the Services from our offices in Washington, and we make no representation that the Services are appropriate or available for use in other locations.

15. Force Majeure

Without limiting any other provision in the Terms, Zillow is not responsible or liable to Customer for delay or failure to perform its obligations in the event that any of Follow Up Boss' operations or activities are affected by any cause or event beyond the sole and reasonable control of Zillow (as determined by Zillow in its sole discretion), including, without limitation, by reason of any acts of God, equipment failure, threatened or actual terrorist acts, air raid, act of public enemy, war (declared or undeclared), civil disturbance, insurrection, riot, epidemic, pandemic, fire, explosion, earthquake, flood, hurricane, unusually severe weather, blackout, internet service failure, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slowdown, any law, rule, regulation, action, order, or request adopted, taken, or made by any governmental or quasi-governmental entity (whether or not such governmental act proves to be invalid), or any other cause, whether or not specifically mentioned above.

16. Notice

All notices, demands, and consents given by you to Zillow under the Terms will be in writing and may be delivered (i) by personal delivery, (ii) by confirmed email, (iii) via overnight delivery service, or (iv) mailed by registered or certified mail to the contact below and must also include an email copy of such notice to the email: legal@zillowgroup.com.

Zillow, Inc.
1301 Second Ave, Floor 36
Seattle, WA 98101
Attn: Legal Department

Any notices to you from Zillow may be made via e-mail, postal mail to the address in Zillow's records, or via posting on the Services. Please report any violations of the Terms to Zillow at the contact listed above.

17. Trade and Sanction Compliance.

You must follow all applicable trade, export, and sanctions laws. This includes rules from the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) and similar agencies in other countries. You may not use the Services, or allow them to be used, with or for anyone located in any comprehensively sanctioned jurisdiction (i.e., currently Cuba, Iran, North Korea, Syria, Russia, and the Crimea, Donetsk, and Luhansk regions of Ukraine). You also may not use the Services, or allow them to be used, with or for any individual or entity listed on a government sanctions or restricted-party list, such as the OFAC Specially Designated Nationals and Blocked Persons List. If the laws in your country allow something that U.S. law does not, you understand that we must follow U.S. law and may limit or block Services accordingly.

18. Entire Terms

The Terms constitute the entire agreement between you and us regarding the use of the Services and supersede any and all prior understandings and agreements between us respecting such subject matter, except that if you have executed a separate written agreement with us governing your use of the Services, then such agreement will control to the extent that any provision of the Terms conflicts with the terms of such agreement. You agree not to export from anywhere any part of the Services provided to you, or any direct product thereof, except in compliance with, and with all licenses and approvals required under, applicable export laws, rules and regulations. Our failure to exercise or enforce any right or provision of the Terms will not operate as a waiver of such right or provision. The section titles in the Terms are for convenience only and have no legal or contractual effect. The word "including" means "including without limitation". If any provision of the Terms is, for any reason, held to be invalid or unenforceable, the other provisions of the Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Neither party to the Terms is an agent or partner of the other. The Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Zillow's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Zillow may freely assign the Terms, and in such case, the Terms will be binding upon assignees.

19. Copyright

We respect the intellectual property rights of others and ask that everyone using the Services do the same. Anyone who believes that their work has been reproduced on the Services in a way that constitutes copyright infringement may notify our copyright agent in accordance with Title 17, United States Code, Section 512(c)(2), by providing the following information:

- (i) Identification of the copyrighted work that you claim has been infringed;
- (ii) Identification of the material that you claim is infringing and needs to be removed, including a description of where it is located on the Services so that the copyright agent can locate it;
- (iii) Your address, telephone number, and, if available, e-mail address, so that the copyright agent may contact you about your complaint; and
- (iv) A signed statement that the above information is accurate; that you have a good faith belief that the identified use of the material is not authorized by the copyright owner, its agent, or the law; and, under penalty of perjury, that you are the copyright owner or are authorized to act on the copyright owner's behalf in this situation.
- Notices of copyright infringement claims should be sent as follows:
    - By Mail:
        - Zillow, Inc.
        - 1301 Second Avenue, Floor 36
        - Seattle, WA 98101
        - Attention: Copyright Agent

    - By Email: DMCA_notice_email@zillow.com
    - If you give notice of copyright infringement by e-mail, we may begin investigating the alleged copyright infringement; however, we must receive your signed statement by mail or as an attachment to your e-mail before we are required to take any action.

*The previous version of the Follow Up Boss Terms of Service can be viewed at **https://www.followupboss.com/legal-pages/terms-of-service-archive**.*

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Lead distribution
FUB Pixel
Calendar
Team collaboration
Mobile apps
Smart Lists

Engage

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Texting
Email
Action Plans
Automations
Team inbox
Company number
Zillow Pro NEW

Coach

Reporting
Deal tracking
Team Leaderboard

Community

Customer results
Daily training
Upcoming events
TeamOS Podcast
FUB private Facebook group
Blog
Guides

Sign up for the Team OS newsletter

Enter your email →

fub by Zillow

Get support
8am - 8pm ET / 7 days a week
(855) 622-5311
Submit a new request

Solutions

For team leads & admins
For agents on teams
For ISAs
For solo agents
Open system vs all-in-ones
Better support & easy migration
Pricing
AI NEW

Get Help

See a demo
FAQ
Help docs
Guided onboarding
System status
Latest updates

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