

# Crown Close Terms of Service

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These Terms of Service ("Terms") constitute a legally binding agreement between you ("Customer," "you," or "your") and Crown Close LLC, a North Carolina limited liability company ("Crown Close," "we," "us," or "our"), governing your access to and use of the Crown Close platform, website, and related services (collectively, the "Service").

**By creating an account, accessing, or using the Service, you acknowledge that you have read, understood, and agree to be bound by these Terms and our [Privacy Policy](#), which is incorporated herein by reference. If you do not agree to these Terms, you may not use the Service.**

## 1. Service Description

Crown Close is an AI-powered showing management and communication platform designed for licensed real estate listing agents. The Service automates post-showing buyer agent follow-up, feedback collection, showing coordination, and seller call preparation via SMS, email, and related communication channels.

**The Service is a communication and workflow automation tool. Crown Close does not provide real estate advice, brokerage services, legal counsel, or any professional service requiring licensure. The Service is not a substitute for the professional judgment of a licensed real estate agent, broker, or attorney.** Decisions regarding property transactions, pricing, negotiations, or client relationships remain solely the responsibility of the Customer.

## 2. Eligibility

The Service is available only to:

- Individuals who are at least eighteen (18) years of age;
- Licensed real estate agents, brokers, or authorized team members acting on behalf of a licensed agent or brokerage; and
- Individuals who have the legal authority to enter into binding agreements.

By creating an account, you represent and warrant that you meet all eligibility requirements. Crown Close reserves the right to request proof of licensure and to suspend or terminate accounts that fail to demonstrate eligibility upon request.

## 3. Account Responsibilities

### 3.1 Account Registration

Customers must create an account to access the Service. You agree to provide accurate, current, and complete information during registration and to update such information as necessary to maintain its accuracy.

### 3.2 Credential Security

You are solely responsible for maintaining the confidentiality of your account credentials, including passwords and OAuth tokens for connected third-party services (Twilio, RingCentral). You agree to notify Crown Close immediately at [support@crownclose.com](mailto:support@crownclose.com) upon becoming aware of any unauthorized use of your account.

### 3.3 Account Activity

You are responsible for all activity that occurs under your account, whether or not authorized by you. Crown Close shall not be liable for any loss or damage arising from your failure to maintain the security of your account credentials.

### 3.4 Authorized Users

If you grant access to team members or other individuals under your account, you are responsible for ensuring that each authorized user complies with

these Terms. Only licensed real estate professionals or individuals directly employed by or working under the supervision of a licensed professional may be granted access.

## 4. SMS Compliance and Consent

### 4.1 Messaging on Your Behalf

The Service sends automated SMS messages to buyer agents and other end recipients ("End Recipients") on your behalf. These messages may include showing follow-up communications, feedback requests, scheduling confirmations, and AI-generated responses. **You acknowledge and agree that Crown Close acts as your authorized communication tool and that messages sent through the Service are sent at your direction and on your behalf.**

### 4.2 Transactional Messaging and Consent

The Service sends automated SMS messages to End Recipients exclusively in connection with scheduled property showings. **All messages sent through the Service are transactional in nature — they facilitate showing coordination, property access, and post-showing feedback collection arising from a showing transaction initiated by the End Recipient.** The Service does not send marketing messages, promotional content, or communications unrelated to a specific showing transaction.

The consent basis for messages sent through the Service operates as follows:

- **Transaction initiation:** The End Recipient initiates the showing transaction by scheduling a property showing through a showing management platform (such as ShowingTime or BrokerBay) or through direct coordination with the listing agent, and provides their phone number as part of that transaction;
- **First-contact disclosure:** Crown Close's first SMS to each End Recipient includes the Crown Close business name, the purpose of the message (showing coordination on behalf of the listing agent), and opt-out instructions (reply STOP to any message). This first-contact disclosure establishes the messaging relationship between Crown Close and the End Recipient;

- **Ongoing consent:** Continued engagement by the End Recipient (responding to messages, not opting out) constitutes ongoing consent to receive transactional messages related to that showing and any subsequent showings with the same listing agent; and
- **Immediate opt-out:** End Recipients may revoke consent at any time by replying STOP to any message (see Section 4.4).

**Crown Close does not rely on any third-party platform's terms of service or consent mechanisms as the basis for its messaging. Crown Close establishes its own consent moment through the first-contact disclosure described above.**

### **4.3 Messaging Flow and Entry Controls**

End Recipient contact information enters the Service exclusively through automated integrations with showing management platforms (such as ShowingTime or BrokerBay) via forwarded showing confirmation emails. **The Service does not provide any mechanism for Customers to manually add phone numbers, create contacts, or initiate messages to individuals who have not scheduled a showing.** This architectural constraint ensures that all messages sent through the Service are tied to a verified showing transaction.

### **4.4 Customer Compliance Obligations**

**Crown Close handles first-contact disclosure, opt-out processing, quiet hours enforcement, and message delivery compliance. You remain responsible for:**

- Using the Service only for its intended purpose of showing coordination and feedback collection;
- Not attempting to use the Service to send marketing messages, unsolicited communications, or messages unrelated to a scheduled showing;
- Complying with MLS rules, brokerage policies, and real estate commission regulations applicable to your jurisdiction;
- Not attempting to circumvent opt-out mechanisms, quiet hours, or other compliance controls built into the Service; and
- Complying with all applicable federal, state, and local laws governing your use of the Service, including the Telephone Consumer Protection Act

(TCPA), CAN-SPAM Act, state telemarketing statutes, and real estate licensing requirements.

#### 4.5 Opt-Out Compliance

The Service automatically processes opt-out requests from End Recipients who reply "STOP" to any message. Once an End Recipient opts out, no further automated messages will be sent to that phone number from your account.

**You may not attempt to circumvent, override, or re-contact any End Recipient who has opted out through the Service or through any other channel for the same purpose.**

#### 4.6 Quiet Hours

The Service enforces messaging quiet hours in accordance with TCPA requirements (8:00 AM to 9:00 PM in the End Recipient's local time zone). You may not configure the Service to send messages outside permitted hours.

#### 4.7 SMS Provider Modes

The Service supports multiple SMS delivery modes, each with distinct operational and compliance characteristics:

Mode	Description	Responsibility Allocation
<b>App-Managed (Twilio)</b>	Crown Close provisions and manages a dedicated phone number from our Twilio number pool on your behalf.	Crown Close maintains the carrier relationship, 10DLC registration, first-contact disclosure, and opt-out processing for the number. You remain responsible for using the Service within its intended transactional scope and for compliance with all applicable laws.
<b>Twilio Connect</b>	You connect your own Twilio account via OAuth. Messages are sent through your Twilio account and phone number(s).	You are solely responsible for your Twilio account, carrier relationship, 10DLC registration, number provisioning, and all associated costs, fines, or carrier actions. Crown Close acts solely as a

		software interface to your Twilio account.
<b>RingCentral</b>	You connect your own RingCentral account via OAuth. Messages are sent through your RingCentral account and phone number(s).	You are solely responsible for your RingCentral account, carrier relationship, and all associated costs, fines, or carrier actions. Crown Close acts solely as a software interface to your RingCentral account.

Regardless of the SMS provider mode, **you are responsible for using the Service within its intended transactional scope and for compliance with all applicable laws and regulations. Crown Close is responsible for first-contact disclosure, opt-out processing, quiet hours enforcement, and message delivery compliance across all provider modes.**

#### **4.8 Carrier Fine Pass-Through**

**If Crown Close is assessed a fine, penalty, fee, or surcharge by any telecommunications carrier, regulatory body, or industry organization as a result of messages sent through the Service at your direction or on your behalf, you agree to reimburse Crown Close for the full amount of such fine, penalty, fee, or surcharge within thirty (30) days of written notice.**

#### **4.9 Representations and Warranties**

**You expressly represent and warrant to Crown Close that:**

- **(a)** You will use the Service exclusively for transactional showing coordination, property access communication, and post-showing feedback collection, and will not use the Service to send marketing messages, promotional content, or communications unrelated to a scheduled property showing;
- **(b)** You understand that Crown Close sends automated SMS messages to End Recipients on your behalf, and that these messages are triggered by showing transactions initiated by End Recipients through showing management platforms;

- **(c)** You will not attempt to circumvent the Service's entry controls, opt-out mechanisms, quiet hours, first-contact disclosures, or other compliance safeguards;
- **(d)** You acknowledge that End Recipients may opt out of receiving messages at any time and that you will not attempt to re-contact any End Recipient who has opted out, through the Service or through any other channel, for the same purpose; and
- **(e)** You agree to indemnify and hold harmless Crown Close from any and all claims, fines, penalties, damages, and expenses (including reasonable attorneys' fees) arising from or related to your misuse of the Service, including but not limited to use of the Service for purposes outside the transactional scope described in Section 4.2 (see Section 15).

**The representations and warranties in this Section 4.9 are material to Crown Close's willingness to provide the Service, and any breach of these representations constitutes a material breach of these Terms entitling Crown Close to immediately suspend or terminate your account without notice or refund.**

## **5. Artificial Intelligence**

### **5.1 AI-Generated Content**

The Service uses artificial intelligence, including models provided by Anthropic (Claude), to generate automated responses to buyer agent communications and to assist with showing management workflows. AI-generated content is produced algorithmically based on available data, including conversation history, showing details, listing information, and Customer-configured preferences.

### **5.2 Accuracy Disclaimer**

**AI-generated outputs may be inaccurate, incomplete, or contextually inappropriate. Crown Close does not warrant the accuracy, reliability, completeness, or fitness for any particular purpose of any AI-generated content.** You are solely responsible for reviewing, verifying, and approving AI-generated content before relying on it for any business decision or communication.

### 5.3 AI Disclosure Compliance

The Service includes automated first-contact disclosure informing End Recipients that they are communicating with an AI-powered assistant. **You are responsible for complying with all applicable federal, state, and local laws requiring disclosure of AI-generated content in communications, including any laws enacted after the effective date of these Terms.** You may not disable or circumvent AI disclosure mechanisms built into the Service.

### 5.4 No Liability for AI Outputs

Crown Close shall not be liable for any claim, loss, damage, or expense arising from or related to AI-generated content, including but not limited to inaccurate showing information, inappropriate response tone, factual errors, or any business decision made in reliance on AI-generated output.

## 6. Acceptable Use

You agree not to use the Service for any purpose other than legitimate real estate showing management and related professional communications.

Without limiting the foregoing, you shall not:

- Send spam, unsolicited marketing messages, or communications unrelated to showing feedback, coordination, or transactional real estate activity;
- Use the Service to harass, threaten, defame, or send abusive communications to any individual;
- Share account access with unlicensed individuals or individuals not authorized under Section 3.4;
- Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, algorithms, or underlying technology of the Service;
- Interfere with or disrupt the integrity, performance, or availability of the Service or its underlying infrastructure;
- Scrape, harvest, or collect data from the Service by automated means other than through authorized integrations;
- **Intentionally prompt, manipulate, or exploit AI-generated responses for purposes unrelated to real estate showing management,** including but not limited to using the AI for general-

purpose queries, personal assistance, content generation unrelated to showings, or any purpose that results in excessive or abusive consumption of AI processing resources; or

- Use the Service in any manner that violates applicable law, regulation, or the rights of any third party.

Crown Close reserves the right to suspend or terminate any account that violates this Section, with or without prior notice, in its sole discretion. Repeated or egregious violations may result in immediate and permanent termination without refund.

## 7. Fair Housing Compliance

Crown Close is committed to compliance with the Fair Housing Act (42 U.S.C. 3601 et seq.) and all applicable federal, state, and local fair housing laws. The Service is designed to treat all End Recipients equally, without regard to race, color, religion, national origin, sex, familial status, disability, or any other protected class.

**By using the Service, you acknowledge your obligation to comply with all applicable fair housing laws in your use of the Service and agree not to configure, instruct, or use the Service in any manner that discriminates against any individual or group on the basis of any protected characteristic.**

## 8. Intellectual Property

### 8.1 Crown Close Ownership

Crown Close retains all right, title, and interest in and to the Service, including all software, algorithms, AI models, workflows, user interface designs, documentation, trademarks, trade names, logos, and other intellectual property. Nothing in these Terms grants you any right, title, or interest in the Service except for the limited license described in Section 8.3.

## **8.2 Customer Data Ownership**

You retain all right, title, and interest in and to the data you provide to or generate through the Service, including listing information, showing feedback, and message content ("Customer Data"). Crown Close does not claim ownership of Customer Data.

## **8.3 License Grant**

Subject to your compliance with these Terms, Crown Close grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Service for your lawful internal business purposes during the term of your subscription.

## **8.4 License to Crown Close**

You grant Crown Close a limited, non-exclusive, worldwide, royalty-free license to use, process, store, transmit, and display Customer Data solely to the extent necessary to operate and deliver the Service, and to use de-identified and aggregated data derived from Customer Data to improve the Service and train AI models, as described in our [Privacy Policy](#). This license survives termination of your account with respect to de-identified and aggregated data only.

# **9. Payment Terms**

## **9.1 Subscription Billing**

Access to the Service requires a paid subscription. Subscriptions are billed on a recurring basis (monthly or annually, as selected at the time of purchase) and renew automatically at the end of each billing period unless cancelled prior to renewal.

## **9.2 Payment Method**

You must provide a valid payment method (credit card or other accepted form of payment) to activate and maintain your subscription. You authorize Crown Close to charge your payment method for all fees associated with your subscription, including recurring charges, applicable taxes, and any additional services or features you elect to add.

### **9.3 Pricing Changes**

Crown Close reserves the right to modify subscription pricing. **We will provide at least ninety (90) days' advance written notice of any pricing change via email to the address associated with your account.**

Continued use of the Service after the effective date of a pricing change constitutes acceptance of the new pricing. If you do not agree to the new pricing, you may cancel your subscription prior to the effective date.

### **9.4 Taxes**

All fees are exclusive of taxes. You are responsible for all applicable federal, state, and local taxes, duties, and levies associated with your subscription, excluding taxes based solely on Crown Close's net income.

### **9.5 Late Payment**

If payment fails or is overdue, Crown Close may suspend access to the Service until payment is received. Accounts with payments overdue by more than thirty (30) days may be terminated in accordance with Section 12.

### **9.6 Refunds**

Subscription fees are non-refundable by default. Crown Close may, in its sole discretion, issue refunds on a case-by-case basis. Issuance of a refund in one instance does not entitle you to a refund in any other instance and does not create a refund policy or obligation.

## **10. Service Availability and Third-Party Dependencies**

### **10.1 No Uptime Guarantee**

The Service is provided on an "as available" basis. Crown Close does not guarantee uninterrupted, error-free, or continuous access to the Service. The Service may be subject to scheduled and unscheduled maintenance, updates, and modifications.

### **10.2 Third-Party Dependencies**

The Service relies on third-party infrastructure and services, including but not limited to Twilio (SMS delivery), RingCentral (SMS delivery), SendGrid (email

delivery), Anthropic (AI processing), ShowingTime and BrokerBay (showing data), Stripe (payment processing), Supabase (database and hosting), DigitalOcean (hosting), and Cloudflare (DNS and CDN). **Crown Close is not responsible for any failure, interruption, degradation, or discontinuation of any third-party service, and such events shall not constitute a breach of these Terms.**

### **10.3 SMS Delivery**

**Crown Close does not guarantee the delivery, timing, or receipt of any SMS message.** SMS delivery is subject to carrier network availability, recipient device status, carrier filtering policies, and other factors outside of Crown Close's control. Failure to deliver a message does not constitute a breach of these Terms or create any liability on the part of Crown Close.

### **10.4 Modifications**

Crown Close reserves the right to modify, update, or discontinue any feature or functionality of the Service at any time, with or without notice. Material changes to core functionality will be communicated to Customers via email with reasonable advance notice.

## **11. Data and Privacy**

Your use of the Service is subject to our [Privacy Policy](#), which describes how we collect, use, disclose, and protect information. The Privacy Policy is incorporated into these Terms by reference. By using the Service, you consent to the data practices described in the Privacy Policy.

## **12. Termination**

### **12.1 Cancellation by Customer**

You may cancel your subscription at any time through your account settings or by contacting [support@crownclose.com](mailto:support@crownclose.com). Cancellation takes effect at the end of the current billing period. No partial refunds will be issued for unused portions of a billing period unless Crown Close agrees otherwise in its sole discretion.

## 12.2 Termination by Crown Close

Crown Close may suspend or terminate your account, with or without notice, for any of the following reasons:

- Breach of any provision of these Terms, including the Acceptable Use policy (Section 6)
- Non-payment of subscription fees for more than thirty (30) days
- Fraudulent, abusive, or unlawful activity
- At Crown Close's sole discretion, with thirty (30) days' advance written notice

## 12.3 Effect of Termination

Upon termination or cancellation of your account:

- Your license to access and use the Service terminates immediately (or at the end of the current billing period, in the case of voluntary cancellation).
- **You have ninety (90) days from the effective date of termination to submit a data export request to [support@crownclose.com](mailto:support@crownclose.com).** Following the expiration of the 90-day export window, personally identifiable Customer Data will be deleted, except as required for legal, regulatory, or compliance purposes.
- For App-Managed Twilio numbers, the phone number provisioned for your account will be released and may be reassigned.
- Pending scheduled messages will be cancelled and will not be sent.
- De-identified and aggregated data derived from your use of the Service will be retained in accordance with our Privacy Policy.

## 12.4 Survival

The following Sections survive termination or expiration of these Terms: 4.8 (Carrier Fine Pass-Through), 4.9 (Representations and Warranties), 5 (Artificial Intelligence), 8 (Intellectual Property), 9.4 (Taxes), 13 (Disclaimers), 14 (Limitation of Liability), 15 (Indemnification), 16 (Dispute Resolution), 17 (Governing Law), and 19 (General Provisions).

## 13. Disclaimers

**THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. CROWN CLOSE EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.**

Without limiting the foregoing, Crown Close does not warrant that:

- The Service will be uninterrupted, timely, secure, or error-free;
- AI-generated content will be accurate, complete, reliable, or appropriate for any particular use;
- SMS messages will be delivered to or received by intended recipients;
- Showing feedback collected through the Service will be accurate, complete, or lead to any particular business outcome;
- The Service will meet your specific requirements or expectations; or
- Any defects in the Service will be corrected.

**You expressly acknowledge that business decisions made based on data, feedback, or AI-generated content obtained through the Service are made at your sole risk and discretion.**

## 14. Limitation of Liability

### 14.1 Exclusion of Consequential Damages

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CROWN CLOSE, ITS OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS, OR AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST REVENUE, LOST COMMISSIONS, LOST BUSINESS OPPORTUNITIES, MISSED SHOWINGS, LOSS OF DATA, LOSS OF GOODWILL, OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES, REGARDLESS OF THE CAUSE OF ACTION OR THE THEORY OF**

**LIABILITY, EVEN IF CROWN CLOSE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

#### **14.2 Liability Cap**

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL AGGREGATE LIABILITY OF CROWN CLOSE ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE SHALL NOT EXCEED THE TOTAL FEES PAID BY YOU TO CROWN CLOSE IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.**

#### **14.3 Carve-Outs**

The limitations set forth in Sections 14.1 and 14.2 shall not apply to: (a) Crown Close's willful misconduct or gross negligence; (b) Crown Close's breach of its confidentiality obligations; or (c) Crown Close's infringement of your intellectual property rights.

#### **14.4 Basis of the Bargain**

The disclaimers, exclusions, and limitations of liability set forth in Sections 13 and 14 reflect a reasonable allocation of risk between the parties and form an essential basis of the bargain between you and Crown Close. Crown Close would not be able to provide the Service on an economically reasonable basis without these limitations.

### **15. Indemnification**

**You agree to indemnify, defend, and hold harmless Crown Close LLC, its officers, directors, members, employees, agents, and affiliates from and against any and all claims, demands, actions, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:**

- Your use or misuse of the Service;
- Your breach of any provision of these Terms;
- Your violation of any applicable law, regulation, or third-party right;

- Any claim by an End Recipient or any third party arising from messages sent through the Service at your direction or on your behalf, including but not limited to claims under the TCPA, state telemarketing statutes, or carrier acceptable use policies;
- Any carrier fine, penalty, or surcharge assessed as a result of your messaging activity through the Service (Section 4.7);
- Any claim arising from AI-generated content delivered to End Recipients through your account, including claims of inaccuracy, misrepresentation, or reliance;
- Any claim arising from your failure to comply with fair housing laws, MLS rules, brokerage policies, or real estate licensing requirements; or
- Any claim arising from unauthorized access to your account resulting from your failure to maintain credential security.

Crown Close reserves the right, at your expense, to assume the exclusive defense and control of any matter subject to indemnification by you. **You may not settle any claim without the prior written consent of Crown Close if such settlement does not unconditionally release Crown Close from all liability related to the claim.**

## **16. Dispute Resolution**

### **16.1 Binding Arbitration**

Any dispute, claim, or controversy arising out of or relating to these Terms or the Service ("Dispute") shall be resolved exclusively by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules. The arbitration shall be conducted by a single arbitrator in Mecklenburg County, North Carolina, or at a mutually agreed location.

### **16.2 Arbitration Fees**

**Crown Close shall bear all filing fees, arbitrator fees, and administrative costs of the arbitration.** Each party shall bear its own attorneys' fees and expenses, except as otherwise provided by applicable law or as awarded by the arbitrator.

### **16.3 Class Action Waiver**

**YOU AND CROWN CLOSE AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION.**

If for any reason a claim proceeds in court rather than in arbitration, you and Crown Close each waive any right to a jury trial.

### **16.4 Exceptions**

Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in any court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of intellectual property rights or confidential information. Either party may bring an individual action in small claims court for claims within the jurisdictional limits of such court.

## **17. Governing Law**

These Terms and any Dispute shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws principles. To the extent that any proceeding is permitted in court (as opposed to arbitration), the exclusive venue shall be the state and federal courts located in Mecklenburg County, North Carolina, and you consent to the personal jurisdiction of such courts.

## **18. Notices**

Crown Close may provide notices to you via email to the address associated with your account, through in-app notifications, or by posting on the Service. Notices from you to Crown Close must be sent to [support@crownclose.com](mailto:support@crownclose.com). Notices are deemed received: (a) if by email, upon confirmed delivery; (b) if by in-app notification, upon display; or (c) if by posting, upon publication.

## **19. General Provisions**

### **19.1 Entire Agreement**

These Terms, together with the Privacy Policy, constitute the entire agreement between you and Crown Close with respect to the Service and supersede all prior or contemporaneous agreements, understandings, representations, and warranties, whether written or oral.

### **19.2 Severability**

If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, and the remaining provisions shall continue in full force and effect.

### **19.3 Waiver**

The failure of Crown Close to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. No waiver shall be effective unless made in writing and signed by an authorized representative of Crown Close.

### **19.4 Assignment**

You may not assign or transfer these Terms or any rights or obligations hereunder without the prior written consent of Crown Close. Crown Close may assign these Terms without restriction, including in connection with a merger, acquisition, or sale of assets. Any purported assignment in violation of this Section is void.

### **19.5 Force Majeure**

Crown Close shall not be liable for any failure or delay in performing its obligations under these Terms to the extent that such failure or delay results from circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemic, epidemic, government action, labor disputes, carrier outages, third-party service failures, internet or telecommunications failures, cyberattacks, or power outages.

## **19.6 Enterprise Agreements**

Customers operating under a separately executed enterprise agreement with Crown Close are governed by the terms of that agreement to the extent of any conflict with these Terms. In the absence of a separately executed enterprise agreement, these Terms apply in full.

## **20. Changes to These Terms**

Crown Close reserves the right to modify these Terms at any time. If we make material changes, we will notify you via email at least thirty (30) days prior to the effective date of the revised Terms. The "Last Updated" date at the top of these Terms indicates when they were most recently revised. Your continued use of the Service after the effective date of any revised Terms constitutes your acceptance of the changes. If you do not agree to the revised Terms, you must discontinue use of the Service prior to the effective date.

## **21. Contact**

If you have questions about these Terms or the Service, contact us at:

### **Crown Close LLC**

Email: [support@crownclose.com](mailto:support@crownclose.com)

Website: [crownclose.com](http://crownclose.com)