

HOUSBE, L.L.C. — Terms of Service

Version 1.0

Effective Date: [Provided on the registration page]

1. Preamble & Acceptance

These Terms of Service (“Terms”) govern your access to and use of the Platform and related services. By using the Platform, you agree to these Terms, the HOUSBE Privacy Policy (Version 1.0), and (if applicable) the HOUSBE Data Processing Addendum (DPA) (Version 1.0). If you use the Platform on behalf of a company or other legal entity, you confirm you are authorized to bind that entity. These Terms are governed by the laws of the State of Florida and applicable U.S. federal law, without regard to conflict-of-law rules, and apply across all U.S. states, territories, and tribal jurisdictions.

2. Scope & Related Agreements; Changes to the Terms

2.1. Scope. These Terms apply to all Users of the Platform, including Licensed Agents, FSBO Sellers, Buyers, Renters, and Lenders.

2.2. Related Agreements. If you register in a specific role, the corresponding role-specific agreement also applies in addition to these Terms: (i) Licensed Agents — the HIAA Master Agreement (if you join HIAA) or the Platform Access Agreement (if you do not join HIAA); (ii) Lenders — the Lender Access Agreement; (iii) FSBO Sellers — the FSBO Seller Access Agreement; (iv) Buyers & Renters — the Buyer & Renter Access Agreement; If you act in more than one role, the applicable role-specific terms apply to each corresponding activity. In the event of a direct conflict, priority is: (1) the applicable role-specific agreement; (2) these Terms; (3) HOUSBE policies, including the Privacy Policy and the DPA.

2.3. Changes. HOUSBE, L.L.C. may update these Terms at any time. Your continued use of the Platform more than thirty (30) days after notice of an update constitutes acceptance of the updated Terms.

3. Definitions

“User” means an individual or legal entity that has registered on, and has access to, the HOUSBE Platform under these Terms.

“Lead” means contact information of a potential client, delivered via the HOUSBE Platform upon selection and payment.

4. Eligibility

You must be legally eligible to use the Platform under applicable laws. Licensed Agents and Lenders must hold all required licenses in the jurisdictions where they operate. FSBO Sellers must have authority to sell and/or market listed property.

5. Accounts, Security & Acceptable Use

You are responsible for maintaining the confidentiality of your credentials and for all activity under your account. Prohibited conduct includes: sharing or reselling Leads; scraping or harvesting data; reverse engineering; attempting to bypass security; interfering with service; creating multiple accounts to circumvent limits; or using the Platform for unlawful purposes.

6. Leads

Leads are provided “as is” without guarantee of accuracy, exclusivity, or conversion. The sole remedy for invalid Leads is replacement within three (3) business days of receipt, as described in the applicable agreement. HOUSBE, L.L.C. may re-offer or redistribute any Lead that is unclaimed or where engagement has stalled.

7. Fees, Billing & Cancellations

Subscriptions auto-renew monthly until canceled in the account portal. All applicable taxes are your responsibility. Except as required by law, fees are non-refundable. Pricing may change upon notice; continued use more than thirty (30) days after such notice constitutes acceptance.

8. No Brokerage; No Agency

HOUSBE, L.L.C. is not a real estate broker and does not represent buyers or sellers, draft contracts, hold escrow funds, or supervise licensed agents. Nothing in these Terms creates an agency, partnership, or joint venture between you and HOUSBE, L.L.C.

9. Compliance (TCPA, DNC, CAN-SPAM, Fair Housing, Licensing, MLS)

You must comply with all applicable telemarketing, texting, and email laws (including the TCPA, Do-Not-Call rules, and CAN-SPAM), fair housing laws, licensing requirements, and MLS rules in the

United States, its territories, tribal jurisdictions, and any jurisdiction where you operate. You must obtain all required consents and honor opt-outs.

10. Privacy & Data; Data Processing Addendum (DPA)

Personal data will be handled in compliance with applicable law, the HOUSBE Privacy Policy (Version 1.0), and - if applicable - the HOUSBE Data Processing Addendum (DPA) (Version v1.0). The DPA describes data retention periods, sub-processor lists, cross-border data transfers, and breach-notification commitments (e.g., within 72 hours of discovery).

11. License to Use the Platform; Intellectual Property & Brand Use

Access to the HOUSBE Platform and its tools is provided under a revocable, non-exclusive, non-transferable license, which may be withdrawn at any time upon breach of this Agreement. Intellectual Property & Brand Use.

All software, designs, branding, and proprietary data remain the exclusive property of HOUSBE, L.L.C. No rights are transferred except for the limited license necessary to access the Platform. You may not use the HOUSBE or HIAA names, logos, or trademarks in public materials without prior written consent.

12. Disclaimers

The Platform and all content are provided “as is,” without warranties of any kind, express or implied, including implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. Your use of the Platform is at your sole risk.

13. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, HOUSBE, L.L.C., ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY. THE TOTAL LIABILITY OF HOUSBE, L.L.C. FOR ANY CLAIM ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF (A) THE AMOUNT PAID BY YOU TO HOUSBE, L.L.C. IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, OR (B) ONE HUNDRED DOLLARS (\$100).

14. Indemnification

You agree to indemnify, defend, and hold harmless HOUSBE, L.L.C., its affiliates, officers, directors, employees, and agents from and against all third-party claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from your breach of this Agreement or violation of applicable law.

15. Dispute Resolution; Class Action Waiver

All disputes must first be submitted to mandatory mediation in Broward County, Florida, before any lawsuit is filed. You waive the right to participate in any class, collective, or representative action against HOUSBE, L.L.C. This Agreement is governed by the laws of the State of Florida, without regard to conflict-of-law principles.

16. Termination

HOUSBE, L.L.C. may suspend or terminate your access to the Platform at any time, with or without notice, for any violation of these Terms or applicable law.

17. Notices & Electronic Communications

You consent to receive disclosures and communications electronically. Notices to HOUSBE, L.L.C. must be sent to:

HOUSBE, L.L.C.
900 N Federal Hwy, Ste 306
Hallandale Beach, FL 33009
email: info@housbe.info

18. Special Terms by User Category

18.1. Licensed Agents. Governed also by either the HIAA Master Agreement (if you join HIAA) or the Platform Access Agreement (if you do not join HIAA). These agreements address lead handling, licensing compliance, and MLS/Fair Housing requirements.

18.2. FSBO Sellers. Must confirm legal ownership of property listed and provide accurate information. HOUSBE, L.L.C. is not a broker and does not guarantee any sale. HOUSBE, L.L.C. may remove or suspend

listings that violate these Terms or applicable law.

18.3. Buyers. HOUSBE, L.L.C. is not your representative in any transaction and does not negotiate or verify property details. You are responsible for your own due diligence.

18.4. Renters. HOUSBE, L.L.C. is not your representative in any rental transaction. You are responsible for your own due diligence regarding rental terms and property condition.

18.5. Lenders. Must hold all required licenses and comply with applicable laws, including the TCPA, CAN-SPAM Act, ECOA, and Fair Lending rules. Leads are provided “as is” without guarantee of conversion. Lenders may not resell or transfer Leads without HOUSBE, L.L.C.’s prior written consent and must honor opt-outs and obtain required consents.

19. Order of Precedence

If there is any conflict among documents, the following order of precedence applies: i) the applicable role-specific agreement; ii) these Terms of Service; iii) the Data Processing Addendum (DPA); iv) the Privacy Policy; v) any product-specific guidelines.

20. Force Majeure

Neither party is liable for any delay or failure to perform due to causes beyond its reasonable control, including acts of God, labor disputes, disruptions of power or telecommunications, changes in law, war, terrorism, public health emergencies, or government action. Performance will be excused for the duration of the force majeure event.

21. Export Controls & Sanctions

You represent and warrant that you are not located in, under the control of, or a national or resident of any country or entity subject to U.S. embargoes or sanctions, and you will not use the Platform in violation of applicable export control or sanctions laws.

22. Miscellaneous

Severability. If any provision is held invalid, the remainder will remain in effect.

No Waiver. Failure to enforce a provision is not a waiver.

Assignment. You may not assign these Terms without HOUSBE, L.L.C.'s prior written consent. We may assign without restriction.

Entire Agreement. These Terms, together with any applicable agreement (HIAA Master Agreement or Platform Access Agreement), the Privacy Policy, and the DPA, constitute the entire agreement between you and HOUSBE, L.L.C. regarding the Platform.

Survival. Sections that by their nature should survive termination (including Sections 11-15, 19-22) will survive.

23. Addenda Clause

HOUSBE, L.L.C. may, from time to time, issue legally binding Addenda that supplement and form part of these Terms of Service. Such Addenda shall be published at <https://housbe.com/legal/addenda> (or other successor URLs) and shall become effective upon publication, unless a later effective date is specified therein. By continuing to use the Platform after the publication of any Addendum, you agree to be bound by its terms.