HOUSBE Independent Agent Alliance (HIAA) — Master Agreement

Version 1.0

Effective Date: [Provided on the registration page]

1. Preamble & Acceptance

This Master Agreement governs your HIAA membership and related rights and obligations. By joining HIAA or using the Platform, you agree to this Master Agreement and the HOUSBE Terms of Service (incorporated by reference). This Master Agreement is governed by the laws of the State of Florida and applicable U.S. federal law, without regard to conflict-of-law rules.

2. Scope & Related Agreements

This Master Agreement applies only to members of HIAA. The HOUSBE Terms of Service apply to all Users for general matters not addressed here. In the event of a direct conflict, priority is: (1) this Master Agreement; (2) the HOUSBE Terms of Service; (3) HOUSBE policies, including the HOUSBE Privacy Policy (Version 1.0) and the HOUSBE Data Processing Addendum (DPA) (Version 1.0).

3. Definitions

"Lead" means contact information of a potential client, delivered to a Member via the HOUSBE Platform upon the Member's selection and payment.

"Member" means an individual or legal entity that has joined HIAA under this Master Agreement.

4. Membership Terms, Fees & Lead Services

- 4.1 Fees. One-time Enrollment Fee: \$199 (non-refundable). Monthly Subscription: \$19.99 for Platform access, updates, and participation in governance initiatives.
- 4.2 Lead Pricing. \$9.99 per Lead within your designated ZIP code; \$19.99 per Lead in other ZIP codes. Payment is made only for Leads you voluntarily select.
- 4.3 No Commission Splits or Brokerage Contracts. HOUSBE, L.L.C. does not take commission splits or referral fees and does not require a brokerage contract.

- 4.4 Allocation of Revenues. Membership and service revenues may be allocated to national marketing campaigns, agent-focused technology, and governance systems.
- 4.5 Open-Market Lead Distribution (No Exclusivity). Leads are offered on an open-market basis; no exclusivity window is promised or implied.
- 4.6 Lead Quality & Replacement Window. All Leads are provided "as is." Replacement within three (3) business days is the sole remedy.
- 4.7 Membership Dues; Renewal; Refunds. Monthly dues auto-renew until canceled in the Member Portal. Except as required by law, dues are non-refundable. Chargebacks are treated as immediate cancellations and may result in suspension until any balance is resolved.
- 4.8 Lead Handling; Acceptable Use. Members must not resell Leads, scrape or harvest data, create multiple accounts to circumvent limits, or otherwise misuse Lead data.

5. Governance & Participation

Milestones for progressive Member governance:

10,000 Members — Joint Advisory Council;

100,000 Members — Voting Charter;

1,000,000 Members — Agent-led HIAA Council.

HOUSBE, L.L.C. may reject a Council decision that conflicts with law, is technically unfeasible, or threatens the Platform's financial stability; a written rationale will be provided.

6. Legal Status & Regulatory Compliance

LEGAL DISCLAIMER: HOUSBE, L.L.C. IS NOT A REAL ESTATE BROKER. Members are solely responsible for compliance with all applicable licensing laws, MLS rules, and brokerage regulations in their jurisdictions, including any state-specific rules governing the purchase and sale of Leads. HOUSBE, L.L.C. bears no responsibility for a Member's failure to comply with law.

7. Ownership, No Guarantees & Disclaimers

HOUSBE, L.L.C. remains under founder ownership to ensure operational stability and mission alignment. Member governance influence increases as milestones are met.

No Guarantees: HOUSBE, L.L.C. does not guarantee a specific number of Leads, transactions, income, or commissions and is not liable for market conditions or third-party actions.

8. Team Leader Program

Eligibility: refer 10 licensed agents to earn "Team Leader" status; refer 25 licensed agents to receive lifetime complimentary access. Benefits are non-monetary and include a public badge, increased ZIP code visibility/tools, early feature access, leadership channels, and participation in strategy sessions. This is a recognition initiative only; it is not an income opportunity. No employment, agency, or partnership relationship is created. HOUSBE, L.L.C. may modify or discontinue the program without notice.

9. Privacy & Data Protection

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

10. 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.

11. License to Access Platform

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.

12. Amendments & Acceptance of Changes

HOUSBE, L.L.C. may amend this Master Agreement or incorporated policies. Updates will be communicated via email, the Member Portal, or other reasonable means. Your continued membership for more than thirty (30) days after notice constitutes acceptance of the updated terms.

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. Dispute Resolution; Class Action Waiver; Governing Law

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.

15. Termination

HOUSBE, L.L.C. may terminate any membership immediately and without refund if a Member violates applicable laws, Platform rules, or engages in harmful conduct.

16. Governing Law

This Master Agreement is governed by the laws of the State of Florida, without regard to conflict-of-law principles.

17. Notices

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.com

18. Class Action Waiver

Members agree to resolve disputes individually and waive any right to participate in class or collective actions against HOUSBE, L.L.C.

19. Severability

If any provision of this Master Agreement is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

20. Entire Agreement

This Master Agreement constitutes the entire understanding with respect to its subject matter and supersedes all prior or contemporaneous understandings or agreements.

21. Final Acceptance

By checking the acceptance box and submitting your registration, you agree to be legally bound by this Master Agreement as of the Effective Date.

22. 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.

23. Assignment

You may not assign or transfer this Master Agreement without HOUSBE, L.L.C.'s prior written consent. HOUSBE, L.L.C. may assign without restriction.

24. Survival

Sections concerning intellectual property, disclaimers, limitation of liability, indemnification, dispute resolution, class action waiver, assignment, and any provisions which by their nature should survive, will survive termination.

25. 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.

26. Addenda Clause

The Parties acknowledge and agree that HOUSBE, L.L.C. may, from time to time, issue Addenda that supplement this Master Agreement. Such Addenda shall be deemed incorporated herein by reference and shall be binding upon all Members as if fully set forth in this Agreement. 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.