

HOUSBE, L.L.C. — Platform Access Agreement

Version 1.0

Effective Date: [Provided on the registration page]

1. Preamble & Acceptance

This Platform Access Agreement (“Agreement”) governs your access to and use of the Platform and its tools if you are a Licensed Agent who is not a member of the HOUSBE Independent Agent Alliance (HIAA). By using the Platform, you agree to this Agreement and the HOUSBE Terms of Service (incorporated by reference). If you use the Platform on behalf of a company or other legal entity, you confirm you are authorized to bind that entity to this Agreement.

This Agreement is governed by the laws of the State of Florida and applicable U.S. federal law, without regard to conflict-of-law rules, and applies across all U.S. states, territories, and tribal jurisdictions.

2. Scope & Related Agreements

This Agreement applies only to Licensed Agents who are not 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 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 via the HOUSBE Platform upon selection and payment.

“Member” means an individual or legal entity that has joined the HOUSBE Independent Agent Alliance (HIAA) under the HIAA Master Agreement.

4. Platform Access & Lead Services

Monthly Subscription: \$19.99 for Platform access, updates, and tools (auto-renews monthly until canceled).

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.

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.

Open-Market Distribution: Leads may be offered concurrently to multiple Users; no exclusivity window is promised or implied.

Lead Quality & Replacement Window: All Leads are provided “as is.” If a Lead is incorrect or invalid, you may request a replacement within three (3) business days of receipt. Replacement is HOUSBE, L.L.C.’s sole remedy; no refunds are provided unless required by law.

5. Legal Status & Regulatory Compliance

LEGAL DISCLAIMER: HOUSBE, L.L.C. IS NOT A REAL ESTATE BROKER. HOUSBE, L.L.C. is a technology Platform and professional marketplace and does not: represent buyers or sellers; draft or review contracts; hold escrow funds; take commissions; or supervise licensed agents. Users are solely responsible for compliance with all applicable licensing laws, MLS rules, and brokerage regulations in their jurisdictions.

6. Marketing & Outreach Compliance (TCPA, DNC, CAN-SPAM)

You must comply with all applicable telemarketing, text messaging, email, and privacy laws when contacting Leads, including the Telephone Consumer Protection Act (TCPA), National and State Do-Not-Call rules, and CAN-SPAM where applicable. You are responsible for obtaining any legally required consent and honoring opt-out requests.

7. Privacy & Data Protection

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 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).

8. 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.

9. 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.

10. Account 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.

11. Fees, Taxes, Billing & Cancellations

Subscription bills on a recurring monthly basis until canceled by you through the account portal. Taxes, if any, are your responsibility. Chargebacks are treated as immediate cancellations; access may be suspended until balances are resolved. Except as required by law, fees are non-refundable; the sole remedy for invalid Leads is replacement under Section 4. We may change pricing upon notice. Continued use more than thirty (30) days after notice constitutes acceptance of updated pricing.

12. 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).

13. 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.

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. 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.com

16. Order of Precedence

If there is any conflict among documents, the following order of precedence applies: (i) this Agreement; (ii) the HOUSBE Terms of Service; (iii) the Data Processing Addendum (DPA); (iv) the Privacy Policy; (v) any product-specific guidelines published by HOUSBE, L.L.C.); (vi) any applicable Addenda published by HOUSBE, L.L.C.

17. 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.

18. 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.

19. Termination; Assignment; Severability; Entire Agreement; Survival; Amendments; Final Acceptance

Termination

HOUSBE, L.L.C. may suspend or terminate access at any time, with or without notice, for any violation of this Agreement, the HOUSBE Terms of Service, or applicable law.

Assignment

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

Severability; No Waiver

If any provision is held invalid, the remainder will remain in effect. Failure to enforce a provision is not a waiver.

Entire Agreement; Survival

This Agreement, together with the HOUSBE Terms of Service, the Privacy Policy, and the DPA, constitutes the entire agreement regarding the subject matter. Sections relating to 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.

Amendments & Acceptance of Changes

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

Final Acceptance

By checking the acceptance box or otherwise electronically signing during registration, you acknowledge that you have read, understood, and agree to be bound by this Agreement.