



Terms of Service – Beacon Real Estate Tech LLC

Effective Date: July 30, 2025

Last Updated: July 30, 2025

These Terms of Service (“Terms”) govern your access to and use of our website, software, mobile applications, and services (collectively, the “Services”), provided by **Beacon Real Estate Tech LLC**, 850 New Burton Road, Suite 201, Dover, DE 19904 (“Beacon,” “we,” “us,” or “our”).

By accessing or using our Services, you agree to be bound by these Terms. If you do not agree, do not use the Services.

1. Legally Binding Agreement

You agree that:

- You are at least 18 years old (or the age of majority in your jurisdiction).
 - You are entering a binding agreement on behalf of yourself or your organization.
 - You have read, understood, and accepted these Terms.
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2. Modifications

We reserve the right to update these Terms at any time.

Changes will be effective immediately upon posting.

Material changes will be communicated via email or in-app notification.

3. Privacy

Our **Privacy Policy** governs how we collect, use, and disclose your personal data and is incorporated into these Terms by reference.

4. Use of Services

4.1. Eligibility

The Services are intended for licensed real estate professionals and their teams.

4.2. License

You are granted a limited, non-exclusive, non-transferable license to use the Services solely for business purposes.

4.3. Prohibited Uses

You may not:

- Violate applicable laws.
- Access the Services to build a competing product.
- Scrape, harvest, or reverse engineer any part of the platform.
- Post or transmit anything harmful, fraudulent, or illegal.

5. Account Terms

You are responsible for:

- Keeping your credentials secure.
- Ensuring your team complies with these Terms.
- Notifying us immediately of unauthorized access.

We reserve the right to suspend or terminate accounts for misuse or violations.

6. Billing and Payments

6.1. Fees

All pricing is disclosed at checkout or in your Service Agreement.

6.2. Recurring Billing

Unless otherwise stated, subscriptions automatically renew until canceled.

6.3. Payment Failures

Failed payments may result in suspension of access and late fees.

7. Cancellation and Refunds

- Most purchases are non-refundable unless required by law.
 - You may cancel your subscription anytime, but no pro-rated refunds will be issued.
 - In certain jurisdictions, you may be entitled to a statutory “cooling-off” period (e.g. 3 days in California).
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8. Intellectual Property

All trademarks, code, designs, text, and content remain the exclusive property of Beacon. You retain ownership of your data but grant us a license to use it to deliver our Services.

9. Third-Party Services

We may offer integrations with tools like CRMs or MLS platforms. We are not responsible for third-party outages, updates, or data errors.

10. Disclaimers

The Services are provided “as-is” and “as available.”

We make no warranties regarding uptime, performance, or accuracy.

11. Limitation of Liability

To the maximum extent permitted by law, Beacon will not be liable for indirect, incidental, or consequential damages.

Our total liability is limited to the amount you paid us in the 12 months preceding the claim.

12. Indemnification

You agree to defend and indemnify Beacon against claims, damages, or losses arising from:

- Your use of the Services
 - Your violation of these Terms
 - Any content or data you provide
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13. Governing Law

For U.S. users, these Terms are governed by the laws of the State of Delaware.

For non-U.S. users, applicable local laws will apply, but you agree to resolve disputes with Beacon under Delaware jurisdiction, to the extent permitted.

14. Dispute Resolution & Arbitration

Before initiating legal proceedings, you agree to attempt resolution via good-faith negotiations.

Any unresolved dispute will be resolved by binding arbitration under the rules of the American Arbitration Association (AAA), except where prohibited by law.

You waive any right to participate in a class-action suit.

15. Severability

If any part of these Terms is deemed unenforceable, the rest remains in effect.

16. Entire Agreement

These Terms, along with our Privacy Policy and any signed agreements, form the entire agreement between you and Beacon.

17. Contact Us

Beacon Real Estate Tech LLC

850 New Burton Road, Suite 201

Dover, DE 19904

 Email: legal@buildyourbeacon.com