

Terms & conditions:

TERMS AND CONDITIONS

Effective Date: October 17, 2025

1. Introduction

1.1. 395 North AI ("We," "Us," "Our," or "Company") is engaged by the Client ("You" or "Your") to provide services in accordance with these Terms and Conditions ("Agreement"). 395 North AI is a Limited Liability Company (LLC) registered in the United States of America under its governing law.

2. Definitions

2.1. "Agreement" means these Terms and Conditions, including any incorporated Proposal.

2.2. "Confidential Information" means all non-public information disclosed between the parties, including but not limited to business strategies, client data, and proprietary methods.

2.3. "Proposal" means the email or document issued by 395 North AI to the Client detailing the services, Fees, and specific terms.

2.4. "Service Date" means the date 395 North AI begins providing services, confirmed after receipt of the Deposit.

2.5. "Service" means the Service outlined in the Proposal.

3. Supply of Services

3.1 395 North AI provides lead generation services and AI systems for Commercial Real Estate Brokerages and Agents, including the collection of potential customer information and setting appointments for the client.

4. Client Obligations

4.1. The Client shall provide all necessary cooperation, access, and accurate, complete, and lawful information required by 395 North AI to perform the Service effectively unless otherwise agreed.

4.2. The Client shall indemnify, defend, and hold 395 North AI harmless against any losses, damages, claims, or liabilities (including legal fees) arising

from inaccurate, misleading, incomplete, or unlawful information or content provided by the Client, or from the Client's breach of this Agreement.

4.3 The client must ensure their staff systematically follows up on the leads provided.

5. Fees, Payments, and Refunds

5.1 The client agrees to pay a retainer fee or pay per appointment fee as outlined in the service agreement provided. All advertising spend is the full responsibility of the client. Payments are non-refundable, except in certain situations where 395 North AI has not provided the fulfillment that was outlined in the agreement.

6. Termination

6.1. This Agreement commences on the Service Date and continues until completion of the Service or termination per this Section.

6.2. 395 North AI may terminate immediately, with written notice, for:

Non-payment persists for 30 days after notice.

Client's material breach (e.g., failure to comply with 4.1) uncured within 30 days of notice.

6.3. The Client may terminate after the minimum engagement period (5.6) with 30 days' written notice, provided all Fees are paid. Early termination incurs full Fees for the minimum period.

6.4 395 North AI reserves the right to terminate services if a client violates these terms or engages in unethical business practices.

7. Liability and Indemnity

7.1. 395 North AI's total liability under this Agreement is limited to the Fees paid by the Client in the preceding 90 days. 395 North AI shall not be liable for: Actions, inactions, or changes by third-party platforms;

Indirect, consequential, incidental, special, or punitive damages (including loss of business, profits, or data) arising from the Service, even if advised of such possibility; or

Any failure to achieve specific outcomes beyond 395 North AI's reasonable control.

7.2. The Client shall indemnify, defend, and hold 395 North AI, its affiliates, officers, and agents harmless against any claims, damages, losses, or liabilities

(including legal fees) arising from the Client's content, use of the Service, or breach of this Agreement.

7.3 395 North AI is hereby not liable for any damages, lost revenue, or issues related to the leads generated from the work provided.

8. Governing law

8.1. This Agreement is governed by and construed under the laws of the United States of America. All disputes are subject to the exclusive jurisdiction of United States courts.

8.3. If any provision is invalid or unenforceable, the remaining provisions remain in full force; invalid terms will be reformed to the minimum extent necessary to be enforceable.

8.4 This Agreement, including the Proposal, constitutes the entire understanding between the parties, superseding all prior agreements, whether written or oral.

9. Website Terms of Service

9.1 Website Usage: The website located at www.395northai.com (the "Site") is owned and operated by 395 North AI. By accessing or using the Site in any manner, whether automated or otherwise, you agree to be bound by this Agreement, including these Website Terms of Service, our Privacy Policy, and any additional terms applicable to specific sections of the Site or to products and services available through the Site or from 395 North AI. Such access or use constitutes your acceptance of this Agreement.

9.2 Changes to Terms: We reserve the right to modify this Agreement, including these Website Terms of Service, or impose new conditions on the use of the Site, at our discretion. Any revisions will be posted on the Site, and your continued use of the Site thereafter constitutes acceptance of the Agreement as modified.

9.3 Intellectual Property Rights:

Our Limited License to You: The Site and all materials available thereon are the property of 395 North AI, its affiliates, or licensors, protected by copyright, trademark, and other intellectual property laws. The Site is provided solely for your personal, non-commercial use. Unless explicitly authorized herein or by the material's owner, you may not modify, copy, reproduce, republish, upload, post, transmit, translate, sell, create derivative works from, exploit, or distribute any Site material in any manner or medium (including email or other electronic means).

Your License to Us: By submitting material (e.g., comments, photos, videos) to us via the Site, social media, email, or otherwise, you represent that you own the material or have the owner's express consent.

9.4 Disclaimers: Links to third-party sites on the Site do not imply endorsement by 395 North AI. We do not control or guarantee the accuracy, completeness, or reliability of third-party content, products, or services. The Site, its services, and third-party sites are provided "as is" without warranties, express or implied.