

Real Contracts - Terms of Service

Document Version

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OVERVIEW

These Terms of Service ("Terms") govern your use of Real Contracts, an AI-powered contract generation and management platform for real estate professionals. Real Contracts enables you to create, send, and audit real estate contracts through a WhatsApp-integrated platform with MLS integration capabilities.

By accepting this agreement during onboarding or by using Real Contracts, you acknowledge that you have read, understood, and agree to be bound by these Terms.

1. SERVICE DESCRIPTION

1.1 What Real Contracts Provides

Real Contracts is a cloud-based SaaS platform that:

- Generates AI-powered real estate contracts (buyer agreements, seller agreements, addenda, disclosures)
- Stores and manages contracts with version control and audit trails
- Delivers contracts via email and WhatsApp messaging
- Integrates with your Multiple Listing Service (MLS) data
- Provides comprehensive audit trails showing all contract modifications
- Supports multi-user access for brokerages and teams

1.2 Custom Onboarding and Setup

Real Contracts includes a **3-week custom onboarding and setup process**:

Week 1: Discovery & Configuration

- Initial consultation with our onboarding team
- Collection of your business requirements and preferences
- MLS integration setup and configuration
- User account creation and team structure definition
- Contract template customization for your jurisdiction and brokerage

Week 2: Integration & Testing

- WhatsApp Business API integration and configuration
- MLS data sync testing and validation
- Contract generation testing with sample transactions
- Audit trail configuration and verification

- Team training and system walkthrough

Week 3: Launch & Optimization

- Final system testing and quality assurance
- Live transaction testing with real contracts
- Team training and certification
- Go-live launch and monitoring
- Post-launch optimization and troubleshooting

The onboarding team will work directly with you to ensure proper configuration, integration, and team adoption. Upon completion, your Real Contracts system will be fully operational and integrated with your existing workflows.

1.3 WhatsApp Integration

Real Contracts operates through WhatsApp Business, enabling:

- Contract generation and sending via WhatsApp messaging
- Client communication and contract delivery in a single platform
- Two-way messaging for contract questions and updates
- Contract signing notifications and status updates
- Mobile-first workflow for agents on the go

WhatsApp integration requires:

- Valid WhatsApp Business Account
- Phone numbers assigned to your brokerage
- Compliance with WhatsApp Business Terms of Service
- User training on WhatsApp workflows

1.4 MLS Integration

Real Contracts integrates with your Multiple Listing Service (MLS):

- Automatic import of property data (address, price, MLS number, listing details)
- Pre-population of contract fields from MLS data
- Reduction of manual data entry and transcription errors
- Real-time MLS data synchronization
- Support for major MLS systems and regional variations

MLS integration requires:

- Valid MLS account and credentials
 - MLS API access permissions
 - Compliance with MLS data usage policies
 - Regular updates as MLS systems change
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2. ELIGIBILITY AND ACCOUNT REQUIREMENTS

2.1 Eligibility

To use Real Contracts, you must:

- Be at least 18 years of age
- Be a licensed real estate agent, broker, or authorized representative of a brokerage in your jurisdiction
- Have the legal authority to bind your organization to these Terms
- Comply with all applicable real estate laws and regulations
- Maintain active errors and omissions (E&O) insurance
- Verify that your brokerage policies permit use of third-party contract management tools

2.2 Account Setup

During the custom onboarding process:

- You will be assigned a dedicated onboarding coordinator
- Your company information will be registered
- User accounts will be created for your team members
- Access permissions and roles will be configured
- WhatsApp and MLS integrations will be established
- Your contract templates will be customized

2.3 User Accounts and Team Access

Individual Agent Accounts:

- Single-user access for independent agents
- Personal contract management and storage
- Individual WhatsApp messaging with clients

Brokerage/Team Accounts:

- Multiple-user access with role-based permissions
- Team contract management with collaboration features
- Centralized audit trails and compliance reporting
- Manager and administrator oversight capabilities
- Bulk contract templates and standardization

3. PRICING, BILLING, AND PAYMENT

3.1 Subscription Plans

Real Contracts offers tiered pricing:

Startup Plan - Individual Agents

- One-time setup fee: \$1,000
- Monthly subscription: \$197

- Includes: Basic contract templates, email delivery, 3-month audit trail, WhatsApp integration

Professional Plan - Small Teams

- Custom pricing based on team size (2-10 agents)
- Includes: Advanced templates, full WhatsApp integration, 1-year audit trail, MLS integration, API access for 3rd-party tools

Enterprise Plan - Large Brokerages

- Custom pricing for organizations with 50+ agents
- Includes: Custom contract templates, dedicated account management, 3-year audit trail, full MLS integration, custom workflows, advanced compliance tools, priority support

3.2 Custom Onboarding Fee

All plans include **3 weeks of custom onboarding and setup** at no additional charge. This includes:

- Initial discovery and configuration sessions
- MLS integration setup and testing
- WhatsApp integration and configuration
- Team training and system setup
- Contract template customization
- Post-launch support and optimization

3.3 Billing Cycle

- Subscription fees are billed monthly in advance
- Setup fees are due upon agreement execution
- Automatic renewal occurs unless cancelled
- Invoices are sent to your registered email address
- Payment is due within 30 days of invoice date
- Late payments may result in service suspension

3.4 Accepted Payment Methods

- Credit card (Visa, Mastercard, American Express)
- Bank transfer (ACH) for enterprise customers
- Additional payment methods available upon request

All prices are in USD unless otherwise specified. Applicable taxes and fees will be added based on your location.

3.5 Price Changes

We may adjust subscription pricing with **30 days' written notice**. Price changes apply to new subscriptions and at renewal. Your current subscription price remains fixed until the next renewal date.

3.6 Refund Policy

Trial Period Refunds:

- Monthly plans: 7-day trial period refund guarantee
- Annual plans: 14-day trial period refund guarantee
- Setup fees are non-refundable
- Refunds must be requested within the trial period

Post-Trial Cancellations:

- Monthly subscriptions are non-refundable after trial period
- Unused portions of subscription are non-refundable
- Cancellations take effect at the end of the current billing cycle

Disputes and Billing Errors:

- Notify us of billing errors within 30 days of invoice
- We will investigate and correct errors
- Overcharges will be refunded or credited

4. PERMITTED USE AND RESTRICTIONS

4.1 Permitted Uses

Real Contracts is licensed for your use to:

- Generate real estate contracts for buyer and seller transactions
- Store, manage, and organize contract documents
- Send contracts to clients and transaction participants via WhatsApp and email
- Audit contract history and track modifications
- Integrate contract data with your MLS and business systems
- Train your team on platform features and workflows
- Customize contract templates for your jurisdiction

4.2 Restrictions

You agree NOT to:

Illegal Activities:

- Use Real Contracts for any illegal purpose
- Create fraudulent, falsified, or forged contracts
- Engage in real estate fraud or misrepresentation
- Violate fair housing laws or anti-discrimination regulations
- Create contracts that violate consumer protection laws

System Abuse:

- Attempt to hack, crack, or compromise the platform
- Reverse engineer, decompile, or disassemble the software
- Perform automated scraping or bulk data extraction
- Launch denial-of-service (DoS) attacks or overload servers

- Circumvent security measures or authentication systems

Content Violations:

- Upload malware, viruses, or malicious code
- Upload copyrighted material without authorization
- Create contracts containing illegal clauses or harmful terms
- Violate third-party intellectual property rights
- Publish obscene, defamatory, or threatening content

Unauthorized Commercial Use:

- Resell, redistribute, or transfer your account to others
- Use Real Contracts to provide competing services
- Create derivative products based on our platform
- Offer contract generation services using our technology
- White-label or rebrand Real Contracts without authorization

4.3 Compliance Responsibilities

You are solely responsible for:

- Ensuring all contracts comply with local, state, and federal real estate laws
- Maintaining compliance with your state's licensing requirements and ethical rules
- Following fair housing laws and anti-discrimination regulations
- Obtaining proper client disclosures and consents
- Verifying contract accuracy before sending to clients
- Conducting internal broker review as required by your organization
- Maintaining errors and omissions (E&O) insurance
- Complying with MLS data usage policies and restrictions

Real Contracts provides contract templates and AI-assisted generation to streamline your workflow. However, you remain responsible for final contract review, accuracy verification, and legal compliance. We strongly recommend having all contracts reviewed by a qualified real estate attorney before transmission, especially for complex transactions.

5. SERVICE LEVEL AND AVAILABILITY

5.1 Uptime Commitment

We target 99.5% platform availability excluding scheduled maintenance. This means:

- Platform may be unavailable for up to 3.6 hours per month for maintenance
- Maintenance windows are typically scheduled during off-business hours
- We provide 48 hours' notice for scheduled maintenance
- Emergency maintenance may occur without notice

5.2 Service Maintenance and Updates

Real Contracts may require:

- Scheduled maintenance windows
- Security patches and updates
- Feature enhancements and improvements
- Database optimization and backups
- Infrastructure upgrades

We will attempt to schedule maintenance to minimize impact and provide advance notice when possible.

5.3 Service Limitations

- Service availability depends on internet connectivity
- Performance may vary based on network conditions and server load
- WhatsApp delivery times depend on WhatsApp Business API performance
- MLS data sync may experience delays during high-volume periods
- Third-party integrations are subject to their own availability

6. NO WARRANTIES AND DISCLAIMERS

6.1 Disclaimer of Warranties

Real Contracts is provided **"AS-IS" and "AS-AVAILABLE"** without warranties of any kind:

Accuracy and Completeness:

- We do NOT warrant that contracts are 100% accurate or complete
- We do NOT warrant that AI-generated contracts will comply with all laws
- We do NOT warrant that the Service will meet all your requirements
- AI templates may require customization and attorney review

Reliability:

- We do NOT warrant uninterrupted or error-free service
- We do NOT warrant that all features will function at all times
- We do NOT warrant that bugs or errors will not occur
- Service interruptions may occur without notice

Legal Validity:

- We do NOT warrant that generated contracts are legally valid or enforceable
- We do NOT warrant compliance with MLS policies or restrictions
- We do NOT warrant that contracts will be accepted by all title companies or lenders
- We do NOT provide legal advice or legal opinions

Third-Party Services:

- We do NOT warrant performance of WhatsApp Business API
- We do NOT warrant performance of MLS integrations
- We do NOT warrant compatibility with third-party CRM or business systems

- We do NOT warrant performance of connected tools and services

6.2 Your Responsibility

By using Real Contracts, you acknowledge:

- You have reviewed all contract templates
- You understand the limitations of AI-generated contracts
- You will review all generated contracts before sending
- You will verify accuracy with applicable laws
- You will consult with a real estate attorney for complex transactions
- You accept full responsibility for all contracts you generate and send
- You understand this is a tool, not a substitute for attorney review

6.3 No Legal Advice

Real Contracts does NOT provide legal advice. The Service:

- Is not a substitute for consultation with a real estate attorney
- Does not constitute legal counsel or legal opinions
- Should not be relied upon for compliance with specific laws
- Does not guarantee contract validity or enforceability
- Does not replace professional legal review

We strongly recommend that you:

- Consult with a qualified real estate attorney licensed in your state
- Have contracts reviewed before sending to clients
- Maintain current E&O insurance
- Comply with your brokerage's review and approval policies

7. DATA PRIVACY AND SECURITY

7.1 Data Collection and Use

Real Contracts collects and processes:

- Your account information and credentials
- Real estate contracts and transaction data
- MLS property information
- WhatsApp messages and communications
- Usage analytics and platform performance data
- Client and transaction participant information

For complete details on data collection, use, retention, and your privacy rights, please refer to our separate **Privacy Policy**, which is incorporated by reference into these Terms.

7.2 Data Protection

We implement industry-standard security measures:

- TLS/SSL encryption for data in transit
- AES-256 encryption for data at rest
- Role-based access control (RBAC)
- Multi-factor authentication (MFA)
- Regular security audits and penetration testing
- Secure cloud hosting with SOC 2 Type II compliance

7.3 Client Data and Third-Party Information

When you use Real Contracts to send contracts and manage transactions:

- You are responsible for obtaining proper consent from clients to process their data
- You must comply with all privacy laws regarding client information
- You must ensure clients understand data will be processed by Real Contracts
- You must maintain privacy compliance with your state's real estate regulations
- MLS data is subject to MLS provider's data usage policies and restrictions

7.4 Data Retention and Deletion

- Contracts are retained during your active subscription
- Upon account termination, contracts are retained for 90 days then deleted
- Exception: Data may be retained longer to comply with legal requirements
- Real estate transaction records may need to be retained 6-7 years per jurisdiction
- You may request data deletion subject to legal requirements

For more details, see our **Privacy Policy**.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 Real Contracts Intellectual Property

Real Contracts owns all rights to:

- The platform software and code
- Contract templates and generated contracts (AI models and algorithms)
- Documentation, guides, and training materials
- Trademarks, logos, and branding
- All underlying technology and inventions

These assets are protected by copyright, patent, trade secret, and other intellectual property laws. All rights are reserved except as expressly granted to you.

8.2 Limited License

We grant you a limited, non-exclusive, non-transferable license to:

- Access and use Real Contracts for permitted business purposes
- Download and use generated contracts for your transactions
- Customize contract templates for your needs

- Integrate with authorized third-party services

This license does NOT permit you to:

- Copy, reproduce, or redistribute the platform
- Modify, decompile, or reverse engineer the software
- Create derivative works or competing products
- Resell or transfer the Service to others
- Remove copyright notices or proprietary markings

8.3 Your Contract Content

You retain ownership of:

- Contracts you create and generate
- Client information and transaction data
- Customizations to contract templates
- Communications and WhatsApp messages

You grant Real Contracts:

- A license to store, process, and display your content
- The right to use anonymized, aggregated data for platform improvement
- The right to use feedback and suggestions for product development

8.4 Feedback and Improvements

Any feedback, suggestions, or ideas you provide:

- Become our property
- May be used without compensation or acknowledgment
- May be implemented in future versions
- Are not subject to confidentiality

9. LIABILITY LIMITATIONS AND INDEMNIFICATION

9.1 Limitation of Liability

To the maximum extent permitted by law, Real Contracts' liability is limited to:

- Direct damages only
- Not exceeding the amount you paid in the past 12 months
- Excluding indirect, consequential, incidental, or punitive damages

Real Contracts is not liable for:

- Loss of data or business interruption
- Lost profits, revenue, or opportunities
- Lost clients or business reputation
- Errors in contracts or contract inaccuracy
- Third-party claims or actions
- Misuse or violation of Terms
- Claims arising from integrations with MLS or WhatsApp

- Real estate transaction disputes or losses

9.2 Indemnification

You agree to indemnify and hold harmless Real Contracts, including our owners, officers, employees, and agents from:

- Your use or misuse of the Service
- Your violations of these Terms
- Your infringement of third-party rights
- Contracts you generate or send
- Claims from clients or transaction participants
- Regulatory violations or enforcement actions
- Breaches of applicable law
- Negligence or misconduct in using the Service

This indemnification survives termination of your account indefinitely.

9.3 No Liability for Third Parties

Real Contracts is not responsible for:

- Performance or reliability of WhatsApp Business
- Performance or restrictions of MLS providers
- Data policies or practices of third-party integrations
- Claims between you and your clients
- Claims between you and transaction participants
- Actions of other users or third parties
- Real estate transaction disputes or litigation

10. TERMINATION

10.1 Termination by You

You may cancel your subscription at any time:

- Cancel through your account settings or by contacting support
- Cancellation takes effect at the end of your current billing cycle
- No refunds are provided for unused subscription time
- You may download your contracts before cancellation

10.2 Termination by Real Contracts

We may suspend or terminate your account if:

- You violate these Terms or our Acceptable Use Policy
- You engage in illegal activity or fraud
- You misuse the platform or harm other users
- You fail to pay subscription fees (after 30-day notice)
- You threaten the security or functionality of the Service
- You violate real estate regulations or licensing requirements
- You use the Service for unauthorized commercial purposes

Termination for cause may be immediate without notice. Termination for non-payment will follow a 30-day notice and payment opportunity.

10.3 Effects of Termination

Upon termination:

- Your access is immediately revoked
- Your account will be suspended
- Contracts are retained for 90 days then permanently deleted
- No refunds are provided
- Confidentiality obligations survive termination
- Indemnification obligations survive termination
- Limitation of liability provisions survive termination

10.4 Post-Termination Access

After termination:

- You may request a data export within 90 days
- Data export format: PDF or standard document format
- Data export fee: \$250 (for large account exports)
- All data is permanently deleted after 90 days
- No further platform access or support

11. MODIFICATIONS AND UPDATES

11.1 Service Modifications

Real Contracts may modify the Service:

- Adding, removing, or changing features
- Updating contract templates and functionality
- Modifying WhatsApp or MLS integration capabilities
- Updating pricing or service levels
- Discontinuing features or functionalities

Notice Requirements:

- Minor feature changes: No notice required
- Moderate changes: 14 days' advance notice via email
- Major changes affecting core functionality: 30 days' advance notice
- Discontinuation of Service: 90 days' advance notice

11.2 Term and Pricing Updates

These Terms may be updated to:

- Reflect changes in our Service or business model
- Comply with legal and regulatory requirements
- Clarify existing provisions
- Address emerging issues or problems

Notice of Changes:

- Material changes require 30 days' notice via email
 - Updated Terms will be posted on our website
 - Continued use after notification constitutes acceptance
 - You may terminate if you disagree with material changes
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12. DISPUTE RESOLUTION

12.1 Informal Resolution

Before pursuing formal dispute resolution:

- Contact us at legal@clickdreamsstudios.com
- Provide detailed description of the dispute
- Allow 30 days for negotiation and resolution
- Work in good faith toward a mutually acceptable solution

12.2 Escalation

If informal resolution fails:

- Disputes are escalated to our Legal Department
- Mediation is attempted through a neutral mediator (additional 30-60 days)
- Each party may pursue legal remedies if mediation fails

12.3 Governing Law and Jurisdiction

These Terms are governed by the laws of the State of Delaware without regard to conflict of law principles.

You consent to the exclusive jurisdiction of the Delaware courts and waive any objection based on forum non conveniens.

12.4 Arbitration (Optional)

Alternatively, disputes may be resolved through binding arbitration:

- Administered by JAMS (Judicial Arbitration and Mediation Services)
 - One arbitrator for disputes under \$100,000
 - Three arbitrators for disputes over \$100,000
 - Arbitration held in Wilmington, Delaware
 - Each party bears its own costs unless arbitrator awards fees
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13. GENERAL PROVISIONS

13.1 Entire Agreement

These Terms, together with the Privacy Policy and any Order Form, constitute the complete agreement between you and Real Contracts. All prior negotiations, understandings, and agreements are superseded.

No oral agreements, side letters, or informal understandings modify these Terms.

13.2 Severability

If any provision is found invalid, illegal, or unenforceable:

- That provision is severed
- Remaining provisions remain in full effect
- The invalid provision is reformed minimally to be valid and enforceable

13.3 Waiver

Our failure to enforce any right or provision does not constitute a waiver:

- We may enforce any right at any time
- Waiver of one breach does not waive future breaches
- Waiver must be in writing to be valid

13.4 Assignment

You may not assign or transfer these Terms without our written consent. Any attempted assignment is void.

We may assign these Terms to successors, acquirers, or affiliates without notice.

13.5 Survivorship

The following provisions survive termination:

- Limitation of Liability
- Indemnification
- Intellectual Property Rights
- Data Privacy and Security (as to retention obligations)
- Confidentiality
- Dispute Resolution
- Governing Law

13.6 No Third-Party Beneficiaries

These Terms are for your benefit and Real Contracts' benefit only. No third party has any rights or claims under these Terms.

13.7 Notice Requirements

All notices to Real Contracts should be sent to:

Legal Department

Email: legal@clickdreamsstudios.com

Subject Line: "Real Contracts Legal Notice"

We will send notices to the email address on your account.

14. CONTACT INFORMATION

For questions or concerns about these Terms of Service:

Legal Department:

legal@clickdreamsstudios.com

Customer Support:

support@clickdreamsstudios.com

Billing and Account:

contact@clickdreamsstudios.com

15. ACKNOWLEDGMENT

By using Real Contracts, you acknowledge that:

- You have read and understand these Terms of Service
 - You have reviewed the Privacy Policy
 - You understand the limitations and disclaimers
 - You accept full responsibility for contracts you generate
 - You will comply with all applicable laws and regulations
 - You have the authority to bind your organization to these Terms
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Last Updated: November 29, 2025

Effective Date: November 29, 2025

Document Status: Ready for Implementation

These Terms of Service are ready for deployment. We recommend having them reviewed by your legal counsel before publishing. Key features include:

- ✓ **Custom Onboarding Details** - 3-week setup process with dedicated support
- ✓ **WhatsApp Integration** - Specific terms for WhatsApp Business API usage
- ✓ **MLS Integration** - Requirements and compliance obligations for MLS data
- ✓ **Liability Limitations** - Clear disclaimers for AI-generated contracts and legal validity
- ✓ **No Legal Advice Disclaimer** - Emphasizes attorney review is still required
- ✓ **Data Security** - Privacy and data handling terms aligned with Privacy Policy
- ✓ **Multi-Tier Pricing** - Startup, Professional, and Enterprise plans
- ✓ **Termination Provisions** - Clear post-termination data handling
- ✓ **Delaware Jurisdiction** - Set to Delaware governing law and venue
- ✓ **Dispute Resolution** - Negotiation, mediation, and arbitration process

Contact Information for Legal Review:

Email: contact@clickdreamsstudios.com