

## Terms & Conditions

**Authorization** – The above-named Client is hiring RealTech Services, Inc. (RealTech) to develop a website for the Client, and the Client hereby authorizes RealTech to publish the website on a web server and to promote the website to search engines and the general public unless specifically requested otherwise in writing.

**ACH Bank Draft Authorization** – The Client agrees that this ACH authorization will apply to all one time and recurring payments as specified on the pricing and service agreement page and will remain in effect until it is canceled in writing. The Client further agrees to notify RealTech in writing of any changes in account information or termination of this authorization at least 15 days prior to the next billing date. Recurring payments will be automatically debited from the bank account listed above on the due date, and if the payment dates fall on a weekend or holiday, it is agreed that the payment may be debited on a business day before or after the due date. In the case of an ACH Transaction being rejected for Non-Sufficient Funds (NSF) it is agreed that RealTech may at its discretion attempt to process the charge again within 30 days, and may charge a fee of \$25.00 for each attempt returned NSF.

**Time of Payment** – All invoices are due within 15 days of receipt, and a 1.5% monthly service charge will be applied to all balances that are 15 days or more overdue. Invoices for one-time website design/build projects become due in full as described in the payment terms section. The grant of any use or copyright is conditioned on receipt of full payment for the work being transferred.

**Variable Monthly Pricing** – It is agreed that the monthly pricing shown on the agreement is based on the number of active rentals within the reservation software platform. The monthly price is subject to change when the number of active rentals exceeds the maximum of the current pricing bracket, as listed in the monthly pricing table shown here.

**Social Media Authorization** – The Client is further hiring RealTech to act as a business representative for the Client, and the Client hereby authorizes RealTech to verify, claim, establish, and optimize business listings on behalf of the Client on various websites and directories as deemed appropriate by RealTech.

**Changes** – RealTech includes two rounds of changes and text editing as part of the quoted project during the development stage. Additional changes to the same content requested by the Client may be subject to additional charges. Any additional charges for change requests or edits will be quoted in advance, and no additional charges shall be incurred for correction of RealTech errors.

**Browser Compatibility** – RealTech will provide website code that is compatible with current versions of Chrome, Internet Explorer, Safari and Firefox web browsers only. Other browser versions are specifically not supported and compatibility with any other browser or device is not included in this agreement.

**Cancellation** - In the event of cancellation of this assignment, ownership of copyrights and original artwork, copy, or design that is unpaid shall be retained by RealTech, and a cancellation fee for work completed, based on the contract price and expenses already incurred, shall be paid by the Client. Ownership as described in the following paragraphs will be granted to the Client for any paid portions of work.

**Client Ownership of Certain Content** - The client will own the domain name and specific content that is provided by the client for website use, including text, graphics, and rental property data, whether provided by the client directly or by third parties on the client's behalf such as rental property content provided through a software company integration.



**Ownership of Website Code** – This agreement is for a subscription to a website platform, and does not include any ownership rights to website code, graphics, or data that is provided by RealTech. The client agrees they are not the author or the owner of any website code or website functionality that is used in this project, and that sole ownership of all website code and functionality, including all intellectual property rights associated with the website code will remain with Realtech in perpetuity.

The client further agrees that RealTech is free to re-use and repurpose any work product, code, design, or functionality developed during this website project, on any future projects for the benefit of Realtech.

**Copyright** – Client represents that any artwork, text, logos, or photography that is provided to RealTech is the property of the Client and agrees that such materials may be used at the discretion of RealTech to add to the website and may further be used by RealTech in their ongoing marketing efforts. Client agrees to hold harmless, protect, and defend RealTech and its subcontractors from any claim arising from the use of any elements furnished by the Client.

**Releases for Copyright Violations-** The Client shall indemnify RealTech against any claims that may arise from this engagement due to content uses for which no release was requested in writing or for uses that exceed authority granted by a release.

**Release for Artificial Intelligence-** The Client shall indemnify RealTech against any claims that may arise because of content that is generated by Artificial Intelligence (AI), whether that is provided by Realtech or third parties. While the use of AI is limited, it is acknowledged that such application is expected to increase in the future within various aspects of the website and associated communication platforms.

**Email Service** - This agreement does not include email account service unless it is specifically listed on the service agreement page along with an agreed price per mailbox. RealTech offers optional email account service as a reseller of Google Workspace, but this optional service is not included in a standard website agreement.

**Client's Responsibilities** - Client agrees to provide, at its expense and in a timely manner, the cooperation of its personnel and such information as may be required for the completion of the project. Client shall designate a Project Representative authorized to act on behalf of Client with respect to this Agreement and agrees to render any decisions promptly to avoid delay in the performance of RealTech's work. In addition, Client agrees to provide full and reliable information about its requirements for the engagement and, at its expense, shall timely furnish the information, data, analytics, account access and other materials as required to complete the project.

**Wordpress Access and Support** – Client may be granted Editor level Wordpress credentials to make their own edits to the website or to publish new content. Any other level of access is not included, and may only be granted subject to (1) an additional monthly charge, and (2) the approval of a RealTech server administrator. Client agrees not to install any third-party plugins to the RealTech developed website without the written consent of a RealTech server administrator. RealTech reserves the right to charge a fee for support or troubleshooting that is the result of a client's editing or any third-party plugin. RealTech provides support exclusively for websites hosted on a RealTech web server, and does not provide support for websites hosted on any other hosting platform.

**Server Specifications and Bandwidth Limits** – The quoted rate for website hosting and support is for managed hosting on a shared web server, unless otherwise specified on the service agreement, and is subject to the following limits on resource usage: Server storage included up to 50 Gigabits (GB) per account, with additional space billed at the rate of \$1.50 per GB per month. Bandwidth usage is included up to 40 GB per month, with overages charged at the rate of \$1.50 per GB per month.

**Data Sources, Maps & MLS Feeds**– If there are any third-party data sources or feeds that provide information to the Client website, then the Client shall bear responsibility for such data feed and agrees to pay any required fees, including one-time and continuing subscription payments that may be required to keep such data feed active. This includes but is not limited to Multiple Listing Services (MLS) data feeds, rental software listing feeds, Google Maps and other map providers, and any other external data source whether provided



directly or through a third-party vendor. Client further acknowledges and agrees that non-payment of any required data fees, to RealTech or a third party or any changes to such data structure may result in incorrect or missing data output on the Client's website and may require billable development time to correct such data output.

**Limitations on Data Use** – Both the Client and Realtech acknowledge that there are limitations placed on the use of data provided through third parties, including rental software providers, and both parties agree to use their best efforts to remain within the legal usage limits for any third-party data.

**Abandonment of Project** – If after repeated attempts to begin, continue, or finalize the delivery of services, Client fails to participate, or becomes otherwise unresponsive to Company requests for a period of sixty (60) days, the project may be considered abandoned, and Company may reduce any refund the Client may otherwise be entitled to hereunder to zero, and Client will have forfeited all rights to receive any refund for services purchased in this agreement. If it is practical to re-open a project after abandonment, an administrative fee will be charged to facilitate re-scheduling the work to current standards and work schedule.

**Structured Data** – This agreement does not include any structured markup data integration unless it is quoted in advance and described on the attached service agreement page. Structured markup data includes Schema, Microformat, Microdata, RDFa, and any other types of data markups that follow similar rules.

**Non-Exclusive Agreement** - RealTech does not offer exclusivity in any markets, for any services. The work performed under this agreement is not exclusive, and RealTech shall be free to undertake any additional activities for any other parties, provided that such activities do not interfere with the timely execution of the work set forth in this agreement. RealTech provides a specialized service for a specific type of clients, and as a result regularly engages with prospects and clients who at times may compete with other RealTech clients. When this happens, RealTech will use care to ensure that private information and strategy discussions are kept confidential in discussions with other clients or potential competitors.

**Warranty and Severability** – RealTech will use considerable and reasonable effort to maintain uninterrupted server up time but does not warrant that the operation of websites or any specific pages will be uninterrupted or error-free. The Client agrees that RealTech will not be held liable for any lost opportunity due to server or human error, whether a result of work done under this agreement or otherwise, on the Client's website or external websites. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity of the remaining provisions. **(End of Terms & Conditions)**