

Terms of Service

Last updated: May 11, 2025

These Terms of Service, which we'll refer to simply as the "**Terms**," set out the rules by which you may use our Services. The Terms explain how our Services work and provide you with a list of the "dos and don'ts" when using them. These Terms are more than just rules, though – they form a legally binding contract between us and you, that you accept when clicking on the box marked "I agree". Please read through this document carefully and make sure these Terms are acceptable to you. If you don't agree to any of these Terms, do not click "I agree" and do not continue using the Services. If you have any questions, please don't hesitate to contact us at legal@real.dev.

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1. The Basics

1.1. [Key Terms](#)

- 1.1.1. We are Real Dev Inc. and we'll refer to ourselves as "**Real Dev**," "**us**," "**our**," or "**we**."
- 1.1.2. When we use the term "**you**," we mean anyone using our Services.
- 1.1.3. When you use the Services in connection with a company for whom you are working, we will refer to this company as "**Customer**" and we'll refer to the agreement that we have signed with the Customer for use of our Services as the "**Customer Agreement**."
- 1.1.4. When we refer to our "**Platform**," we mean our real estate management platform that includes various functionalities such as unstructured data structuring and analysis, lease abstraction, natural language real-time insights, and portfolio management and when we refer to our "**Services**," we mean any services available on the Platform.

- 1.2. Privacy. When you use our Services, we collect Personal Data (as defined in the Privacy Notice) about you. Check out our Privacy Notice at <https://www.real.dev/privacy-policy/> for details about the types of Personal Data we collect, what we do with it, the security measures we use to keep it safe, and the rights you have regarding your Personal Data.
- 1.3. Changes to these Terms. We may update these Terms from time to time and will post the updated version on this page with the date it was published. Please check this page occasionally to make sure you're aware of the Terms that apply to you. We will notify you if we make any material changes before the updated Terms take effect. If you continue to use our Services after we update the Terms, that means that you agree to and accept the updated version.

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2. Our Services.

- 2.1. Subject to these Terms and the Customer Agreement, Real Dev allows you to use the Services on a non-exclusive basis for the Customer's internal business purposes.
- 2.2. When using our Services, you may provide us with various types of content and documents, including legal documents and other (sensitive) documents ("**Documentation**").
- 2.3. Through our Services, you will be able to use our chatbot, which is designed to provide insights in real time and promptly respond to inquiries related to the content of your Documentation ("**Chatbot**").

3. User Accounts

- 3.1. In order to use the Services, you will need to have a registered account.
- 3.2. A user designated by the Customer as an "Administrator" may create additional user accounts associated with the Customer's account and configure the permissions for each. Such additional users can be "**Editors**" or "**Viewers**." While Editors have permission for adding content or documents to the Platform, Viewers will solely have the permission for viewing the content or documents on the Platform. Each additional user will be required to complete a registration process, including creating a password.
- 3.3. Subject to applicable law, Real Dev may refuse to open an account for any individual at its sole discretion and/or limit the number of Administrator and/or other users the Customer may register.
- 3.4. You agree to notify us immediately of any unauthorized use of your account. You are solely responsible for all activity on your account, even if that activity was not actually performed by you. To the fullest extent permitted by applicable law, Real Dev will not be responsible for any losses or damage arising from unauthorized use of your account. While we reserve the right to investigate suspected violations of these Terms or

illegal and inappropriate behavior through the Services, we cannot guarantee that we will learn of or prevent any inappropriate use of the Services.

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4. Use Restrictions

- 4.1. You may not do or attempt to do or allow a third party to do any of the following: (1) decipher, decompile, disassemble, or reverse-engineer any of the components, code or software used to provide the Services, including framing or mirroring the Services; (2) copy, modify, or distribute the Services in any manner not permitted by these Terms; (3) circumvent or interfere with security-related features of the Services or features that restrict unauthorized use of or access to any Content (as defined below); (4) use any robot, spider, site search or retrieval application, or any other process to retrieve, index, and/or data-mine the Content or circumvent the navigational structure of the Services in any other way; (5) use another's account without permission; (6) remove, alter, or conceal any copyright, trademark, service mark or other such notices incorporated in the Services; (7) use the Services or any part thereof, in any manner competitive with Real Dev and/or for the development of AI models or similar type components, features or services; (8) utilize the Services, or any part thereof, for any time-sharing or service bureau purposes; and (9) use the Services in any manner not permitted by applicable law, including all applicable export laws and regulations to (re)export the Services and/or any related materials in violation of such laws or use in countries subject to sanctions under applicable law.
- 4.2. You may not use our Services if doing so is unlawful. We will cooperate with any law enforcement authorities or court orders requesting that we disclose the identity, behavior, or User Content (as defined below) of anyone believed to have violated these Terms or to have engaged in illegal behavior in connection with the Services.

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5. Fair Usage Policy

- 5.1. **Scope.** This Fair Use Policy ("FUP") applies to any and all modules, elements, components, etc. (together "**Features**") described in these Terms, the Master Service Agreement, an Order Form, and/or any other legally binding documents between you and us as - "unlimited" (including, without limitation, unlimited users, storage, API calls, etc.).
- 5.2. **Reasonable Use.** Your use of each "unlimited" Feature must be reasonable, consistent with normal business requirements and/or in a manner that does not abuse, impair or impede the performance, stability or use of the Services by us or by our other customers.
- 5.3. **Consequences of Unfair Usage.** We reserve the right (at our sole discretion) to reasonably limit or withdraw your use of the Services, or a certain Feature, without notice, or alternatively, charge you with additional fees, in case you breach this FUP.

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6. Representations

- 6.1. Our Representations. We represent that Real Dev is organized under applicable law, has the ability to enter into and perform its obligations under these Terms, and doing so does not conflict with any of our commitments to any third party nor with any applicable legal obligation. We will use commercially reasonable efforts to provide our Services faithfully, diligently, and in accordance with the standard practices in our industry.
- 6.2. Your Representations. By accepting these Terms, you represent that: (a) you are at least 18 years old and have the ability to form a binding contract; (b) your use of the Services will not violate any applicable law or any obligation you have to a third party; (c) you have all necessary rights, consents, and licenses needed to provide any User Content that you provide; (d) the User Content is compliant with applicable law and does not infringe on the intellectual property, privacy, publicity, moral, or any other rights of any third party; and (e) our use of your User Content as allowed under these Terms will not cause us to infringe on the rights of any third party. You also undertake that you will use the Services in compliance with applicable law at all times, including all applicable export laws to ensure that neither the Services nor any related materials are unlawfully exported.

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7. **Privacy**. If you provide us with any Personal Data about other users, including data about other users or individuals whose data is included in User Content, you represent that you only do so where: (i) such individuals have been provided with all necessary notices and all necessary rights and legal bases required under applicable law have been obtained in order to provide Real Dev with the Personal Data of such individuals in order to allow Real Dev to process and share such data in order to provide the Services and for Real Dev's internal business purposes, including the improvement of our Services, training of our AI model and developing new products, all as detailed in Real Dev's Privacy Notice, and (ii) Customer will maintain a record of such legal bases, as required under applicable law; and (iii) you will not provide Real Dev with any sensitive or other categories of data that are subject to additional protections under law, such as data regarding children and health.

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8. Intellectual Property

- 8.1. Our Property. We retain all worldwide intellectual property rights, title, and interest in our Platform, our Services, including its overall appearance and any text, graphics, designs, videos, interfaces, and underlying source files of the Services, any Content we provide, and our name, trademarks, and logos. In some cases we have obtained the right to use certain elements from others as part of our Services and in that case, those elements are owned by their respective owner/s. Even though we're allowing you to use

our Services, that doesn't mean that we're transferring ownership or any other rights to you or that we're allowing you to use our name, any trademarks, logos, or similar property as your own.

- 8.2. **Your Property.** When you provide User Content through the Services, that content remains yours. By providing User Content, you do allow us to use it in connection with the Services, including copying, modifying, and preparing derivative works of it where necessary in order to provide the Services, as well as for analytics purposes, for improvement of the Services, for the training of our AI models and for the development of new products. You acknowledge we may use third party AI service providers that may use your usage data of the Services and/or User Content for improvement of its services and models. If you provide us with any feedback regarding our Services, you agree that we may use it and share it freely.

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9. Content and User Content

- 9.1. **Definitions.** We may provide certain materials, such as images, posts, and reports through the Services and may also allow you and other users to provide certain types of material, such as images, photos, pictures, videos, reports, documents, reviews, comments, feedback. "**User Content**" means materials you provide, including the Documentation and the input to the Chatbot, and "**Content**" means any content available through the Services, including User Content that may be provided by other users and the output of our Chatbot. Your messages through the Chatbot are also considered User Content.
- 9.2. **User Content Restrictions.** You are fully and solely responsible for any User Content that you provide. You may not provide any User Content or act in any way that:
- 9.2.1. violates the legal rights of others, including defaming, abuse, stalking or threatening others;
 - 9.2.2. infringes (or results in the infringement of) the intellectual property, moral, publicity, privacy, or other rights of any third party;
 - 9.2.3. is (or you reasonably believe or should reasonably believe to be) in furtherance of any illegal, counterfeiting, fraudulent, pirating, unauthorized, or violent activity, or that involves (or you reasonably believe or should reasonably believe to involve) any stolen, illegal, counterfeit, fraudulent, pirated, or unauthorized material;
 - 9.2.4. does not comply with any applicable laws, rules, or regulations;
 - 9.2.5. restricts or inhibits use of the Services;
 - 9.2.6. posts, stores, transmits, offers, or solicits anything that contains the following, or that you know or should know contains links to the following or to locations that in turn contain links to the following:
 - 9.2.6.1. material that we determine to be offensive (including material promoting or glorifying hate, violence, bigotry, or any entity (past or present) principally dedicated to such causes or items associated with such causes),
 - 9.2.6.2. material that is racially or ethnically insensitive, defamatory, harassing or threatening,

- 9.2.6.3. pornography or obscene material,
- 9.2.6.4. any virus, worm, trojan horse, or other harmful or disruptive component; or
- 9.2.6.5. anything that encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law or regulation or is otherwise inappropriate or offensive.

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10. Indemnification

- 10.1. You agree to indemnify, defend, and hold harmless Real Dev, its affiliates, and its/their respective directors, officers, employees, service providers, and agents from and against any claim, damage, or loss, including reasonable court costs, attorneys' fees, and any fines that may be incurred, that arise directly or indirectly from your: (a) breach of these Terms, including any of your representations or warranties, whether by you or by anyone using your account or device, and whether or not that use was authorized by you; (b) use or misuse of the Services; (c) violation of any law or regulation, including breach of applicable data protection laws; and (d) infringement of any right of any third party.
- 10.2. We agree to indemnify, defend, and hold you harmless from and against any claim, damage, or loss, including reasonable court costs, attorneys' fees, and any fines that you may incur in connection with any actual or threatened claim, demand, action or other proceeding by any third party arising from or relating to a claim that the Services, as delivered, infringe any patent or copyright or misappropriate any trade secret, provided however, that we shall have no responsibility or liability for any claim to the extent resulting from or arising out of (a) the use of the Services not in compliance with these Terms or applicable law; (b) the combination of the Services with any services that we did not provide; (c) the modification of the Services by any party other than us; or (d) the use of any version of the Services that is not the most up-to-date version. It is clarified that the above shall not apply to any Content provided by way of the Chatbot.
- 10.3. Either party claiming indemnification under this Section ("**Indemnatee**") shall: (i) provide the other party ("**Indemnifying Party**") with written notice of a claim promptly upon becoming aware thereof, (ii) allow Indemnifying Party to control the defense and settlement of the claim, provided that no settlement may be entered into without the consent of Indemnatee if such settlement would require any action on the part of Indemnatee and further provided that Indemnatee may engage its own counsel at its own expense; and (iii) reasonably cooperate with Indemnifying Party, at Indemnifying Party's expense, in the defense and settlement of the claim.

11. Disclaimers

- 11.1. OTHER THAN THE WARRANTIES MADE EXPLICITLY IN THESE TERMS, WE DO NOT MAKE ANY ADDITIONAL WARRANTIES (IMPLIED, STATUTORY, OR OTHERWISE) ABOUT THE PLATFORM, SERVICES OR ANY CONTENT, INCLUDING WITHOUT LIMITATION THAT THE SERVICES WILL BE OF GOOD

QUALITY, USEFUL FOR YOUR OR YOUR CUSTOMER'S, AS APPLICABLE, SPECIFIC NEEDS OR ANY PARTICULAR PURPOSE, ACCURATE, ERROR-FREE (OR THAT ERRORS WILL BE CORRECTED), RELIABLE, SECURE, COMPLETE, NON-INFRINGEMENT, OR THAT THE SERVICES WILL BE PROVIDED IN A TIMELY MANNER. THE SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS.

REAL DEV'S SERVICES INCLUDE ITS OWN AI-POWERED TOOLS AND THIRD PARTY AI TOOLS, INCLUDING GENERATIVE AI TOOLS. YOU ACKNOWLEDGE THAT, WHILE REAL DEV'S AI-POWERED TOOL IS DESIGNED TO PROVIDE ACCURATE OUTPUTS, REAL DEV DOES NOT WARRANT THE ACCURACY, COMPLETENESS, OR RELIABILITY OF ANY SUCH OUTPUT GENERATED BY ITS OWN AND/OR ANY THIRD PARTY AI TOOLS. YOU ACKNOWLEDGE AND AGREE THAT ANY OUTPUT OF ANY SUCH AI TOOLS MAY NOT BE UNIQUE AND MAY BE GENERATED FOR AND USED BY THIRD PARTIES. YOU ARE SOLELY RESPONSIBLE FOR EVALUATING THE PROVIDED OUTPUT, ITS ACCURACY, RELIABILITY, FITNESS FOR ITS INTENDED PURPOSE AND COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS. YOU ACKNOWLEDGE AND AGREE THAT ANY SUCH AI TOOLS MAY BE GENERATED FROM MODELS TRAINED ON DATASETS WHICH MAY NOT REFLECT THE MOST CURRENT OR UP TO DATE INFORMATION AND MAY BE INCONSISTENT WITH REAL DEV'S AND/OR THIRD PARTY AI PROVIDERS' VIEWS. YOUR USE OF ANY SUCH AI OUTPUT IS AT YOUR OWN RISK.

Our Chatbot employs artificial intelligence technology to provide you with automated responses to your inquiries. While we strive to ensure the accuracy and reliability of our Chatbot's responses, it may not always provide complete or accurate information. The Chatbot's responses are based on algorithms and available data, including your Documentation, and should not be considered as professional advice or a substitute for human expertise. The Chatbot is intended to provide assistance, however you are solely responsible for evaluating the completeness, accuracy and suitability of the output provided by the Chatbot. **Without derogating from the foregoing, Real Dev expressly disclaims all warranties and representations in respect of your use of the Chatbot, and shall not be responsible for your reliance on its responses.**

The Chatbot is built on third-party artificial intelligence tools as well as our own proprietary technology. When you submit User Content through the Chatbot, this User Content will be shared with such third-party artificial intelligence service providers and will be processed by such providers in accordance with the relevant third-party provider's policies.

- 11.2. We cannot control the functionality of services provided by third parties and assume no responsibility for any telephone or network line failure or interruption, or traffic congestion on the internet or on the Services themselves. We cannot control the actions of bad actors and do not guarantee that we will successfully prevent unauthorized access to or alteration of the Services.
- 11.3. Users. We cannot anticipate or control the actions or inactions of anyone else, including our clients, users, or unauthorized users. Therefore, **we disclaim all liability, regardless of the form of action, for the acts or**

omissions of any and all users (including unauthorized users), that are not solely due to our gross negligence or willful misconduct.

- 11.4. User Content. User Content comes from sources outside of our control, we take no responsibility for the accuracy, usefulness, safety, appropriateness, or non-infringement of any User Content; your use of any User Content is at your own risk. We do not endorse any opinions or recommendations expressed in any User Content. We have no obligation to display or maintain any User Content and may remove it without notice to you and for any reason. Any User Content that you make available will not be considered confidential and may be available to others within your organization. If you make User Content available to others, it may be possible for others to obtain Personal Data about you (such as your contact details or location). We have no control over the use of this data by others and are not responsible for the use of any Personal Data that you disclose through the Services by any third party.
- 11.5. Monitoring. To uphold the integrity and security of our Services and those of our service providers, we may monitor User Content, Chatbot and/or other Services outputs, and usage data related thereto. We also enable our service providers to perform such monitoring. This is done through automated systems designed to detect non-compliance and/or harmful content. We and/or our third party services providers, reserve the right to report any wrongdoing and/or harmful content to authorities when legally required or permitted.
- 11.6. Data Retention. We are not a data retention service. It is your sole responsibility to back up any data you provide to us. If data you provide to us is lost or corrupted for any reason, we shall not be responsible for any damage or loss you experience if you are unable to recover that data.
- 11.7. Any and all communications between you and your customers, any offerings made by you, transactions conducted with customers, and all legal, financial, or other consequences resulting therefrom and/or any dispute that arises between you and any customers are strictly between you and the customer and we will not be a party thereto. We assume no responsibility for your failure to provide customers with any goods or services or any other legal consequences arising from your relationship with customers.
- 11.8. Beta Version. Note that the Services are currently provided in their beta versions, the features of which have not been fully implemented or refined. As with any beta version, the Services currently constitute a work in progress and as such, there may be unresolved issues. Unless you are comfortable using beta software and understand the implications of doing so, please do not use this beta version of the Services.
- 11.9. In light of the above, you understand that using the Services entails some degree of risk. When you choose to use the Services, you do so at your sole discretion and risk. Some jurisdictions do not allow the exclusion of certain warranties and therefore some of the above exclusions may not apply to you. Check your local laws for any restrictions regarding the exclusion of implied warranties.

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12. Limitation of Liability

- 12.1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, REAL DEV (AND ITS AFFILIATES OR ANY OF THEIR RESPECTIVE OFFICERS, EMPLOYEES, OR SUBCONTRACTORS) SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT REAL DEV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 12.2. OUR MAXIMUM AND AGGREGATE LIABILITY UNDER THESE TERMS AND UNDER ANY CAUSE OF ACTION WILL NOT EXCEED A CUMULATIVE AMOUNT OF USD \$50.

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13. Term and Account Termination

- 13.1. Term. These Terms will take effect when you accept them and shall continue in full force and effect until they are terminated in one of the ways described below.
 - 13.2. How to Terminate Your Account. You or Customer may request to terminate your account (and, by association, these Terms) at any time by sending an email to legal@real.dev. We will process your request promptly after receiving your notice.
 - 13.3. Termination by an Administrator. Administrators may terminate individual user accounts under the Customer's Account.
 - 13.4. Termination by Real Dev. We reserve the right to suspend or terminate your account (and, by association, these Terms) at any time and for any reason by providing three days' prior notice. We also have the right to suspend or terminate your account (and, by association, these Terms) immediately if: (i) the Customer Agreement is terminated for any reason; (ii) you violate the letter or spirit of these Terms; or (iii) you engage in fraudulent, abusive, or illegal behavior or harass or harm other users, third parties, or our business interests. If your account is terminated, you may not rejoin without our permission. If the Customer Agreement has terms about term and termination, those will govern with regard to termination of the Customer's Enterprise Account.
 - 13.5. Even if your account is terminated, you will still be bound by the sections of these Terms which, by their nature, are meant to survive termination.
14. **Force Majeure**. Neither party will be liable for any default or delay in its performance of its obligations under these Terms to the extent caused by a natural disaster, act of God, act of war or terrorism, riot, third-party labor strike, pandemic, or other similar occurrence beyond its reasonable control, provided that the affected party makes all reasonable efforts to comply with its obligations despite the occurrence. The affected party shall, as soon as reasonably practicable, notify the other party of the occurrence. It is clarified that payment

obligations hereunder may be delayed due to a force majeure event but will not be excused.

15. **Notices.** To provide an official notice in accordance with these Terms, either we or you may send a notice by courier, registered mail, or by email to the addresses we provide each other. Either party may assume its notice has been received one after: (1) business day following delivery by courier, four (4) business days following delivery by registered mail, and one (1) business day after email transmission.
16. **General.** These Terms constitute the entire agreement between us and you regarding our Services, and any and all other agreements existing between us regarding the Services are hereby terminated. We may assign our rights and obligations in these Terms to any third party. You may not assign any of your rights or obligations in these Terms to anyone else and any attempt to do so will be void. If either party waives any rights regarding any breach or default of these Terms, that waiver shall not be deemed to waive any other breach or default. The courts in the State of Israel shall have exclusive jurisdiction over any disputes regarding these Terms. The laws of the State of Israel shall govern these Terms without regard to the United Nations Convention on the International Sales of Goods. In the event that a court rules that a provision of these Terms is unenforceable, that provision shall be replaced with an enforceable provision which most closely achieves the effect of the original and the remaining terms of these Terms shall remain in full force and effect. Nothing in these Terms creates any agency, employment, joint venture, or partnership relationship between us and you, and nothing in these Terms enables you to act on our behalf.

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