

Terms & Conditions

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THESE TERMS REQUIRE ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN JURY TRIALS OR CLASS ACTIONS. ALSO, THESE TERMS SET FORTH SPECIFIC REMEDIES AVAILABLE TO YOU. PLEASE SEE ARBITRATION SECTION TO LEARN MORE.

Website Ownership

This Website is owned and operated by 777 Real Estate LLC, which is referred to as "keypad" or "we" or "us" or "our."

Permitted Use

You agree that:

1. Your use of this Website is subject to and governed by these Terms;
2. You will only access or use this Website and transact business with us if you are at least 18 years old;
3. You will comply with and be bound by these Terms as they appear on this Website each time you access and use this Website;
4. Each use of this Website by you indicates and confirms your assent and agreement to be bound by these Terms;
5. These Terms are a legally binding agreement between you and keypad that will be enforceable against you.

Prohibited Uses

You agree that you will not use or attempt to use this Website for any purpose other than conducting business with keypad; you may not use or attempt to use this Site or any of its contents: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; (k) to overburden or damage keypad equipment or software; (l) to send electronic mail to us that is illegal, obscene, profane, threatening, defamatory, invasive of privacy, infringing of intellectual property rights; or contains harmful code, political campaigning, commercial solicitation, chain letters, or mass mailings; or violates any applicable law, such as the CANSPAM Act or (m) to interfere with or circumvent the security features of the service or any related website, other

websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

Computer Requirements: To access this Website, you must have a computer equipped with a modem or other access device. You are responsible for the selection, installation, maintenance, and operation of your computer and software. We are not responsible for any errors, failures, or malfunctions of your computer or software. You are responsible for ensuring that your computer and software are compatible with our Website. We reserve the right to change the system requirements for using this Website.

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Communications with keypad

Please DO NOT USE this Website or email to communicate any time-sensitive instructions that are in any way related to your agreement with us. Such instructions may not be honored. All transactions conducted on this Website or via email must be confirmed by us in writing to be accepted and binding upon us.

Electronic Communications

From time to time, we may communicate with you about our services and these Terms electronically (e.g., emails to your registered email address, notices on our Website or similarly) (the "Communications"). You will need a computer with internet access and a printer capable of printing screens or hard drive capable of storing data. In addition, you must use an internet browser software that supports 256-bit encryption.

To access, view and retain Communications from us, you will need the ability to receive and read emails that contain hyperlinks to websites. If you provide us with an email address in your application, you may notify us of changes in your email address by writing us at contact@keypadagent.com.

Phone Calls and Text Messages

When You provide us with your phone number, You understand and consent to our use of automated telephone dialing, text messaging systems, prerecorded messages and electronic mail to communicate with you related to your inquiry, your application, your home or your agreement with us. You understand that you may be charged by your communications provider for these messages. You understand that we may monitor and record any of your phone conversations with our representatives. You agree that we or our agents can contact you at your address, email address or telephone number, including cell phones, or text message at any number you have given us or that you give us in the future regarding your inquiry, your application, your home or your agreement with us. You acknowledge that the number(s) you have given us are for phone(s) that belong to you. You understand that receipt of goods and/or services is not conditioned upon your consent provided herein. You consent to be contacted, from time to time, by keypad, its affiliates, vendors, agents, successors and assigns, regarding your inquiry, your application, your home, your agreement with us your account, for collections purposes, and for telemarketing, mail and email marketing purposes such as promoting goods and/or services at the telephone numbers and addresses, including email, that you provide to us. You may opt-out of telemarketing communications by notifying us of your desire to do so in writing to contact@keypadagent.com.

User IDs and Passwords

Certain areas or features of this website may be restricted to users who have obtained a user identification and password by completing a registration process described on this website. Please be sure to protect and maintain the confidentiality of any user identification, password or other identifying information you may obtain in connection with your use of this website. You agree to notify keypad immediately if you believe your user identification, password or other identifying information has been lost, stolen or otherwise compromised. You also acknowledge and agree that you are solely responsible for all damages or claims that may arise from any access to or use of this website by any person to whom you have provided your user identification, password or other identifying information, or by any person who has obtained such information from you, including, but not limited to, any access to or use of this website that may occur after you have notified us that your user identification, password or other identifying information has been lost, stolen or otherwise compromised.

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For information on how keypad uses and protects the personal information you may provide through this Website, please visit our [Privacy Policy](#).

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Limitation to Claims

To help resolve any issues between us promptly, you and we agree to bring any claim arising out of or relating to the (i) Terms, (ii) Privacy Policy, or (iii) our relationship, or Services within one year after a claim arises; otherwise, the claim is waived. This limitation applies regardless of the venue in which such claim is or could otherwise be asserted.

Arbitration

You and we agree to resolve and arbitrate all disputes and claims that arise out of, relate to, or are associated with this Website, and any agreement you enter into with us, through binding arbitration rather than lawsuits in courts, jury trials, or class actions. You and we shall provide notice of any dispute to the other at least 30 days before initiating an arbitration; otherwise, the arbitration administrator, the American Arbitration Association (“AAA”), shall not accept it. The AAA Consumer Arbitration Rules govern any arbitration. YOU AND WE AGREE THAT WE EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, NOT AS A CLASS MEMBER IN ANY PURPORTED CLASS OR AS A REPRESENTATIVE IN A PRIVATE ATTORNEY GENERAL ACTION. If any part of this prohibition on non-individualized relief is unenforceable with respect to a particular claim or request for relief, the parties agree that such claim or request for relief shall be decided by a court after all other claims and requests for relief are arbitrated. You may reject this arbitration agreement within 30 days by sending an opt-out notice to keypad, Attn: Compliance, 600 Brickell Avenue, 19th Floor, Miami, FL 33131. Notwithstanding the above, you or we have the right to commence an action in court for preliminary relief in aid of arbitration or for an injunction to maintain the status quo or prevent irreparable harm before the appointment of an arbitrator. Once appointed, the arbitrator has full authority to direct the parties to request that a court modify or vacate any preliminary relief and impose sanctions for the failure of any party to respect the arbitrator’s order. This Agreement evidences a transaction in interstate commerce, and thus the FAA governs the interpretation and enforcement of this provision.

If 25 or more claimants provide notices raising similar claims and are represented by the same or coordinated counsel, all of the cases must be resolved in arbitration in stages. In the first stage, the parties shall each select up to 10 cases per side (20 cases total) to be filed in arbitration and resolved individually per this arbitration agreement, with each case assigned to a separate arbitrator. The arbitrators shall issue final awards within 120 days of the preliminary management hearing. In the meantime, no other cases may be filed in arbitration, and neither the AAA nor any other arbitration administrator shall accept, administer, or demand payment for AAA fees or other fees for arbitrations commenced in violation of this paragraph. Once the final award from the first set of

cases has been issued, the parties shall initiate mediation and select a mediator per the AAA Mediation Procedures. The goal of the mediation shall be to agree on objective criteria to allow the parties to resolve all remaining disputes. The mediation shall be completed in 90 days. For any claimants that do not agree to settle after mediation, the process of staged proceedings shall continue until the parties resolve all of the claims, either through settlement or arbitration. If these mass filing procedures apply to a claimant's notice, any statute of limitations applicable to the claims set forth in that notice will be tolled from the date the notice is submitted until the claimant's notice is selected, withdrawn, or otherwise resolved. A court shall have the authority to enforce this paragraph and, if necessary, enjoin the filing or prosecution of arbitrations or the assessment or collection of AAA fees or other fees.

Governing Law

Subject to the terms of the arbitration provision above, You agree that these Terms of Use shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any principles of conflicts of law. You agree that any action at law or in equity arising out of or relating to these Terms or the use of this Site shall be filed only in the state or federal courts located in Florida, and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

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Severability

You agree that if any provision of these Terms shall be found to be unlawful or void, or for any reason unenforceable, then that provision shall be deemed severable from the other provisions of

these Terms and Conditions and shall not affect the validity and enforceability of such other provisions.