

Privacy Policy

Last updated April 18, 2025

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Our Contract (E-SIGN)

You are entering a binding contract with Clear Direction Real Estate LLC, the real estate brokers and agents who use the website www.cleardirectionrealestate.com and their parents, subsidiaries and affiliates (the "Company," "us," "we" and "our"). By (1) using this website, www.cleardirectionrealestate.com ("browsewrap"), and (2) by submitting your information and clicking to agree to this Privacy Policy ("clickwrap") and creating a user profile, you agree that you are giving your express written consent to all the terms below, as well as our Terms of Use. You agree that your doing so constitutes your electronic signature, and is equivalent to a written signature. You may choose to receive this contract on paper by calling us at (817) 500-3278 or emailing us at info@cdretx.com. You may withdraw this consent by using the opt-out procedures described in the "Our Communications With You" section below.

We are committed to protecting your privacy. This Privacy Policy defines the Personal Information and Usage Information that we collect and describes how that information is collected, used, and shared. This Privacy Policy also describes your choices regarding our use of that information, the steps we take to protect your personal information and how you can review and correct your personal information.

This Privacy Policy is in effect for any web page, mobile application, email list, and information, including Personal Information, collected and/or owned by us, regardless of the method of collection (e.g., mail, facsimile, email, sign-up/sign-in page), including collection through any online features, services, and/or programs we offer (collectively, the "Web Properties"). This Privacy Policy is not applicable to any web page, mobile application, social media site, or information, collected and/or owned by any entity other than us.

By accessing the Web Properties, you are consenting to the information collection and use practices described in this Privacy Policy. Your use of the Web Properties is also governed by the Terms of Use.

Our Communications With You (TCPA Consent for United States Residents)

Express Written Consent. By submitting your contact information, you are providing your express written consent to receive communications from us at the email address and telephone numbers you entered into our contact form, or that you later provide to us or enter into your contact page.

E-mails, Calls, and Texts. These communications may include telemarketing messages, through the use of email, landline phone, fax, cellular phone, and text messages (including sms and mms).

Autodialing. We may use an automatic telephone dialing system (or "auto-dialer"), which may employ an artificial or pre-recorded voice or "robotexts." Your carrier's standard rates and charges may apply.

No Purchase Necessary. Agreeing to these communications is not a condition of purchasing any property, goods, or services from us.

Revoking Consent and Opting Out. You may revoke your consent to receive communications at any time by replying "stop" to any of our texts, or by any other reasonable means. We

will make a commercially reasonable effort to comply with any communications from you opting out, but reply "stop" will automatically revoke your consent to further text communications, and we recommend that method. We may take up to 30 days to stop communications if you use a method other than the automatic reply "stop." You consent to receive a final text message confirming your opt-out. You may revoke your consent to receive email communications by using the "unsubscribe" link in an email or by any other reasonable means. We will make a commercially reasonable effort to comply with any communications from you opting out of email, but "unsubscribe" will automatically revoke your consent to further email communications, and we recommend that method. We may take up to 30 days to stop email communications if you use a method other than "unsubscribe". Communication Frequency. How often we send you communications will vary, because the real estate professional who communicates with you will determine it. Your consent here also serves as your express written consent to electronic communications from us in the past.

You represent and warrant that:

- You are at least 18 years old
- You live in the United States (or Canada, in which case the Canadian consents below apply)
- You have not registered on a national or statewide Do Not Call list
- You are the account holder for the email addresses and phone numbers you provided, or you have authorization from the account holder to give this consent
- The email addresses and phone numbers you provided are accurate, and you will let us know if you release them to another person or individual

Our mobile service is available only in certain states. Certain mobile features may be incompatible with your carrier or mobile device. Contact your carrier with questions regarding these issues.

Additional Communications Provisions (For Residents of Canada)

In addition to the consent provided above in the Our Communications With You (United States) section, Canadian residents agree to the following provisions related to compliance with Canada's Anti-Spam Legislation ("CASL"), Canada's Personal Information Protection and Electronic Documents Act ("PIPEDA") and Canadian provincial law including Alberta's Personal Information Protection Act ("PIPA"), and Quebec's Act Respecting the Protection of Personal Information in the Private Sector:

- You agree to the provisions governing use and disclosure of personal information that are found in our Privacy Policy.
- Because the purpose of our communications include your interest in real estate services, our communication with you will continue until you revoke your consent or opt-out, which indicates you are no longer considering real estate services.
- Your personal information may also be transmitted to, used in, and stored in the United States.

Dispute Resolution - Arbitration Agreement (Mandatory Binding Arbitration and Class Action Waiver)

READ THIS ARBITRATION AGREEMENT CAREFULLY AS IT WILL HAVE A SUBSTANTIAL IMPACT ON HOW LEGAL CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED. For example, if we elect to require you to arbitrate any claim, you will not have the right to a jury trial or the right to participate in a class action in court or in arbitration.

Binding arbitration lets an independent third party resolve a Claim without using the

court system, judges, or juries. Either you or we may require the submission of a Claim to binding arbitration at any reasonable time, even if a lawsuit or other proceeding has begun. If either you or we don't submit to binding arbitration following a lawful demand, the one who fails to so submit bears all costs and expenses (including attorney's fees and expenses) incurred by the other in compelling arbitration.

Neither you nor we will be entitled to: (i) join, consolidate, or combine Claims by or against others in any arbitration; (ii) include in any arbitration any Claims as a representative or member of a class; or (iii) act in any arbitration in the interest of the general public or in a private attorney general capacity.

YOU HAVE THE RIGHT TO REJECT THIS ARBITRATION AGREEMENT AS DESCRIBED BELOW. If you do not reject this Arbitration Agreement and a Claim is arbitrated, neither you nor we will have the right to: (1) have a court or a jury decide the Claim; (2) engage in discovery to the same extent as in court; (3) participate in a class, private attorney general or other representative action; or (4) join or consolidate a Claim with claims of any other person. The right to appeal is more limited in arbitration than in court.

This Arbitration Agreement describes when and how a Claim (as defined below) arising under or related to the Terms of Use and Privacy Policy between you and us may be arbitrated. As solely used in this Arbitration Agreement, the terms "we," "us" and "our" mean Clear Direction Real Estate LLC, our parent companies, wholly or majority owned subsidiaries, affiliates, commonly-owned companies, management companies, successors, assigns and any of their employees, officers and directors, and any third party providing any goods or services in connection with the Terms of Use and Privacy Policy, if such third party is named as a party by you in any lawsuit between you and us.

a. **Your Right to Reject Arbitration:** You may reject this Agreement by mailing a rejection notice to:

Clear Direction Real Estate LLC
8901 Tehama Ridge Parkway, STE 127-163
Fort Worth, TX 76177

Attn: Terms of Use and Privacy Policy Arbitration Rejection

Your notice must be postmarked within 30 days after you agree to these terms and include your name, address, telephone number, the date you agreed to the Terms of Use, and your signature.

b. **What Claims Are Covered:** "Claim" means any claim, dispute or controversy between you and us, whether preexisting, present or future, that in any way arises from or relates to the Terms of Use or Privacy Policy, your use of this website, your Account, any transaction in your Account, the events leading up to the Terms of Use or Privacy Policy, communications between you and us, any product or service provided by us or third parties in connection with the Terms of Use or Privacy Policy, the collection of amounts due and the manner of collection, enforcement of any obligations, compliance with applicable laws and/or regulations (including but not limited to the Telephone Consumer Protection Act), or the relationships resulting from any of the foregoing.

c.-l. Additional arbitration provisions remain in effect as described and are incorporated here by reference.

Governing Law

We agree that the laws of the State of Texas, without regard to principles of conflict of laws, will govern these Terms and Conditions of Use and/or any dispute of any sort that might arise between you and the Company or its affiliates, except for the

Arbitration Agreement, which is governed by the Federal Arbitration Act.

Privacy Policy (cont.)

Your Consent to Future Changes

You agree that we may change the website, these Terms of Use, and our Privacy Policy at any time. If we change the Terms of Use or some part of them, they will become effective immediately on posting of the updated or revised Privacy Policy on this web page regardless of whether or not you have actual notice of the changes. You should review our Terms of Use and Privacy Policy periodically for changes. Additionally, you agree that any use of the website following our publication of any changes will expressly reaffirm your express written consent and acceptance of the changes. Should you wish to opt-out of such future changes, you must communicate your request to opt-out to us in writing, either by email at info@cdretx.com or at the mailing address shown below. The opt-out shall be effective 10 days after receipt. In the event you opt-out, our agreement will continue to be governed by the Terms of Use in effect at the time you originally submitted your information, or at the time of the last update to which you did not opt-out.

Types of Information Collected

The Company and any third party we engage for the purpose of administering, operating, hosting, configuring, designing, maintaining and providing internal support for our Web Properties, may collect two types of information when you visit the Web Properties: Personal Information and Usage Information.

Personal Information may include: contact information; demographic information; information about your company and job function; email marketing preferences; inquiries about and orders for our products and services; event registration; feedback; financial information; photos or videos; and other information specific to you.

Usage Information may include: IP address; browser language and type; DNS requests; operating system and platform, device type and identifiers; HTTP headers; device IDs; and similar data. We do not link the above information to your identity unless you enter or are logged into a User Account.

How Information Is Collected

We may collect information from: your use of our services; forms you complete; your communications with us; your computer or mobile device; partners or service providers; other sources as permitted by law.

Cookies & Managing Cookies

We may use cookies to track your use of the Web Properties. You can change your browser settings to decline or manage cookies. Links for common browsers are provided in our online Cookie notices.

Web Analytics and Web Session Recording Technologies

We use industry-standard analytics and session tools (e.g., Meta Pixel, Google Analytics, Microsoft Clarity, FullStory) to help improve our services. Opt-out options are available through each provider. Some tools may collect device information and usage patterns; data may be stored in a pseudonymized profile. For questions, contact info@cdretx.com.

Chat Bot Technology

We may use third-party chat services (including AI-powered bots). The bot may not address complex queries fully and can be wrong. Do not rely solely on the bot for critical decisions. By using chat, you acknowledge these limitations.

Use of Collected Information

We use information to operate and improve the Web Properties; set up and manage User Accounts; provide support and services; customize experiences; communicate about products or services; and process employment applications.

Disclosure of Your Information

We may disclose information to affiliates, service providers, trusted business partners, and as required by law. We may transfer information in connection with a merger, sale, or similar transaction.

Security

We use technical, administrative, and physical safeguards to protect personal information. No security measures are perfect; we cannot guarantee absolute security.

Reviewing and Correcting Your Personal Information

To access or correct Personal Information collected via the Web Properties, contact us via our Contact form or, if you have a User Account, through your account settings.

Deleting Your Personal Information

You can request deletion of your Personal Information via a "Delete my Personal Information" link or by contacting us. Verification may be required.

Children's Information

The Web Properties are not intended for children under 13.

Links to Other Sites

The Web Properties may contain links to other sites. We are not responsible for the content, security, or privacy practices of other sites. Our use of information received from Google APIs will adhere to Google API Services User Data Policy, including the Limited Use requirements.

International Users

If you are visiting from outside the United States, you consent to the collection and processing of your Personal Information in the U.S.

Choices with Your Personal Information

You may opt out of certain uses or disclosures of your Personal Information by reasonable methods. Some uses are necessary to provide requested services and cannot be opted out of.

State-Specific Consumer Privacy Information

California residents may request details about certain information sharing ("Shine the Light"). For requests or other state privacy rights, email info@cdretx.com or call (817) 500-3278.

For Nevada Residents: You may be placed on our internal Do Not Call List by contacting Clear Direction Real Estate LLC Privacy via the contact information below. For further information concerning Nevada's telephone solicitation law, contact the Nevada Attorney General's Office, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; (702) 486-3132; aginquiries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes except after notice and opportunity to opt out. For requests email info@cdretx.com or call (817) 500-3278.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us.

"Do Not Track" Signals

We currently do not alter practices upon receiving a "Do Not Track" signal.

Privacy Policy (cont.)

Contact Information

Clear Direction Real Estate LLC

8901 Tehama Ridge Parkway, STE 127-163

Fort Worth, TX 76177

Phone: (817) 500-3278

Email: info@cdretx.com

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Effective as of: 09/29/08

Last Updated as of: 04/18/2025