

Terms of Use

Our Contract (E-SIGN)

These Terms of Use are a binding contract between **Clear Direction Real Estate LLC, a Texas limited liability company d/b/a Clear Direction Real Estate** (“Company,” “Clear Direction Real Estate,” “CDRE,” “we,” “us,” or “our”) and you.

These Terms apply to all websites owned or controlled by Clear Direction Real Estate LLC, including but not limited to:

- www.cleardirectionrealestate.com
- www.cdrepropertymanagement.com
- Any other domains, subdomains, or online platforms operated by Clear Direction Real Estate LLC now or in the future (collectively, the “Websites”).

By (1) using any of our Websites (“browse wrap”), and (2) by submitting your information through “Continue with Facebook,” “Sign Up!,” or similar features to create a user profile and clicking to agree to these Terms of Use and Privacy Policy (“click wrap”), you agree that you are giving your express written consent to all the terms below, as well as our Privacy Policy. Both include an Arbitration Agreement and Class Action Waiver.

Your action constitutes your electronic signature, which is legally equivalent to a written signature.

You may request a paper copy of this contract or contact us at:

Clear Direction Real Estate LLC
8901 Tehama Ridge Parkway, Suite 127-163
Fort Worth, TX 76177
Phone: (817) 500-3278
Email: info@cdretx.com

Our Communications With You (TCPA Consent for U.S. Residents)

Express Written Consent

By submitting your contact information, you provide express written consent to receive communications from us at the email and telephone numbers you provide (or later update).

Emails, Calls, and Texts

These communications may include marketing messages via email, landline, cellular phone, and text messages (including SMS and MMS).

Autodialing

We may use an automatic telephone dialing system (“auto-dialer”), artificial or prerecorded voice, or “robotexts.” Standard carrier rates may apply.

No Purchase Necessary

Your consent to communications is not a condition of purchasing property, goods, or services.

Revoking Consent / Opt-Out

- Text: Reply “STOP” to revoke further text communications (recommended method).
- Email: Use the “Unsubscribe” link in any email.
- Other: Contact us directly at info@cdretx.com or (817) 500-3278.

We will make reasonable efforts to comply with your opt-out request within 30 days. You consent to receive a final confirmation of your opt-out.

Communication Frequency

The frequency of communications may vary, depending on the individual REALTOR® or team member who communicates with you.

Additional Provisions for Canadian Residents

Canadian users also consent under Canada’s Anti-Spam Legislation (CASL), PIPEDA, and applicable provincial laws. By using our Websites, you agree:

- To the provisions in our Privacy Policy regarding use/disclosure of personal information.
 - That our communications may continue until you revoke consent.
 - That your personal information may be transmitted to, used in, and stored in the United States.
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Dispute Resolution – Arbitration Agreement

(Mandatory Binding Arbitration and Class Action Waiver)

READ THIS CAREFULLY. This section affects your legal rights.

- Either party may require submission of any claim (“Claim”) to binding arbitration.
- Arbitration replaces jury trials and class actions.
- Claims include disputes arising from these Terms of Use, our Privacy Policy, or your use of our Websites.

Arbitration Administrator

Arbitration will be conducted by the American Arbitration Association (AAA) or JAMS.

Class Action Waiver

You waive the right to participate in class actions or representative actions.

Location

Any arbitration hearing will take place at a location reasonably convenient to your residence.

Right to Reject

You may reject this Arbitration Agreement by mailing a notice within 30 days of accepting these Terms of Use to:

Clear Direction Real Estate LLC

Attn: Terms of Use Arbitration Rejection
8901 Tehama Ridge Parkway, Suite 127-163
Fort Worth, TX 76177

Governing Law

These Terms of Use are governed by the laws of the State of Texas, without regard to conflict of law principles, except that the Arbitration Agreement is governed by the Federal Arbitration Act.

Disclaimer of Warranties and Limitation of Liability

Our Websites are provided on an “AS IS” and “AS AVAILABLE” basis. We make no representations or warranties, express or implied, as to the operation of the Websites or the information, content, or materials on them.

To the fullest extent permitted by law:

- We disclaim all implied warranties of merchantability or fitness for a particular purpose.
 - We will not be liable for any damages of any kind resulting from your use of the Websites, including direct, indirect, incidental, punitive, or consequential damages.
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Artificial Intelligence

We may use Artificial Intelligence (“AI”) tools, including third-party providers, to interact with users. Outputs may not always be accurate. You should evaluate them before relying on them for important decisions.

Purpose of Our Websites

The purpose of our Websites is to connect users with our real estate professionals, clients lenders, and service providers to facilitate a real estate transaction. To do so, you may be required to provide personal information, which we use to assist in the transaction process.

Copyright & Trademarks

© Clear Direction Real Estate LLC. All rights reserved. All content on our Websites (text, graphics, logos, images, downloads, data compilations) is the property of Clear Direction Real Estate LLC, local MLS, or other affiliated parties and is protected by intellectual property laws.

License

We grant you a limited license to access and make personal use of our Websites. You may not reproduce, duplicate, copy, sell, or exploit our Websites or their content without our express written consent.

Professional Advice Disclaimer

Decisions involving real estate are significant financial decisions. Clear Direction Real Estate LLC and its affiliates provide information only, not legal, accounting, or financial advice. You should consult your own professional advisors.

Obligations of Using the Websites

By completing the information form on any of our Websites, you represent that:

- You are of legal age and capable of contracting.
- You are genuinely interested in buying, selling, or leasing a property.
- You do not have an exclusive arrangement with another real estate professional.
- You consent to be contacted by our brokerage or affiliates.

Links to Other Sites

Our Websites may link to third-party services. We are not responsible for the content, practices, or policies of those websites. Links are provided for convenience only and do not imply endorsement.

YouTube

By using our Websites, you also agree to comply with YouTube's Terms of Service:

<https://www.youtube.com/t/terms>.

Future Changes

We may revise these Terms of Use or our Privacy Policy at any time by posting updates on our Websites. Continued use of the Websites after updates constitutes acceptance.

If you wish to opt out of changes, notify us in writing at:

Clear Direction Real Estate LLC

8901 Tehama Ridge Parkway, Suite 127-163

Fort Worth, TX 76177

Email: info@cdretx.com
