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# Terms and Conditions for Realty Dynamics

**Effective Date:** [1/1/2024]

**Last Updated:** [1/1/2024]

Welcome to Realty Dynamics. These Terms and Conditions govern your use of our websites, [www.realtydynamics.ai](http://www.realtydynamics.ai) and [www.realtydynamics.app](http://www.realtydynamics.app) (collectively referred to as the "Platforms"), and all services provided through them. By accessing or using our Platforms, you agree to be bound by these Terms and Conditions. Please read them carefully. If you do not agree, you must refrain from using our services.

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## 1. Acceptance of Terms

By accessing or using [www.realtydynamics.ai](http://www.realtydynamics.ai) or [www.realtydynamics.app](http://www.realtydynamics.app), you agree to these Terms and Conditions. These terms constitute a legally binding agreement between you (the "User") and Realty Dynamics ("Company," "we," "us," or "our").

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## 2. Services Provided

Realty Dynamics offers advanced real estate technology solutions accessible through our Platforms ([www.realtydynamics.ai](http://www.realtydynamics.ai) and [www.realtydynamics.app](http://www.realtydynamics.app)). Our services include, but are not limited to:

- **Comprehensive Data Layers:** Access to over 100 mapping data layers, including Florida Parcel Information, County & City Zoning, Future Land Use, Environmental Data, and more.
- **AI Assistance:** LandBuddy, an AI chatbot providing guidance on zoning regulations, county codes, and land development strategies.
- **Parcel Information:** Detailed property insights such as ownership details, tax records, sales history, assessed values, structural data, and exemption statuses.
- **Advanced Search Tools:** Robust tools for property searches using criteria such as builder activity, permits, flood zones, wetlands, topography maps, utilities, and transportation data.
- **Analytics and Insights:** Tools to analyze key metrics, including school locations and ratings, environmental impact, and points of interest near properties.
- **Custom Solutions:** Tailored tools and services for property analysis, project planning, and market evaluation.

We reserve the right to update, enhance, add, or discontinue any services to improve user experience or comply with regulations. Significant changes will be communicated to users.

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### **3. User Obligations**

#### **3.1 Account Responsibilities**

- Users must provide accurate and current information during registration and keep login credentials secure.
- You are responsible for all activities under your account and must notify us immediately of any unauthorized access or security breaches.

#### **3.2 Compliance with Laws**

- You agree to use the Platforms in compliance with all applicable local, state, and federal laws.
  - Misuse of the Platforms for illegal activities or purposes is strictly prohibited.
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### **4. Annual Contracts**

#### **4.1 Contract Term**

All service agreements are based on an **annual contract term**, automatically renewing for subsequent terms unless canceled in writing **30 days before the renewal date**.

#### **4.2 Contract Modifications**

Any changes to the annual term, including early termination or adjustments, must be agreed upon in writing by both parties.

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### **5. Payment Terms**

#### **5.1 Payment Obligations**

- Payments must be made in accordance with the invoice provided for the services.
- All fees are non-refundable except as required by applicable law.

#### **5.2 Late Payments**

- Realty Dynamics reserves the right to suspend or terminate services if payments are not received within the specified timeframe.
  - Late payments may incur interest charges as permitted by law.
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## **6. Intellectual Property**

### **6.1 Ownership**

- All content, software, and technologies provided on [www.realtydynamics.ai](http://www.realtydynamics.ai) and [www.realtydynamics.app](http://www.realtydynamics.app) are the exclusive property of Realty Dynamics.
- Users are granted a limited, non-transferable, and non-exclusive license to use the Platforms during the contract term.

### **6.2 Restrictions**

- You may not reverse-engineer, decompile, or otherwise attempt to access the source code of our Platforms.
  - Unauthorized reproduction, distribution, or use of our intellectual property is prohibited.
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## **7. Confidentiality**

Users agree to maintain the confidentiality of proprietary information, trade secrets, and non-public features of the Platforms. Disclosure of such information to third parties without written consent from Realty Dynamics is prohibited.

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## **8. Data Privacy**

### **8.1 User Data**

Users retain ownership of their data but grant Realty Dynamics the right to process and store such data for service delivery.

### **8.2 Compliance**

Realty Dynamics adheres to applicable data privacy laws and takes reasonable measures to protect user data.

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## **9. Limitation of Liability**

- Realty Dynamics is not liable for indirect, incidental, or consequential damages arising from the use of the Platforms.
  - Our total liability for direct damages is limited to the fees paid by the user in the 12 months preceding the claim.
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## **10. Termination**

### **10.1 By Realty Dynamics**

We reserve the right to terminate the service agreement for non-payment, breach of terms, or misuse of the Platforms.

### **10.2 By User**

Users may terminate their agreement by providing a 30-day written notice before the annual renewal date.

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## **11. Force Majeure**

Realty Dynamics is not responsible for delays or failure to fulfill obligations due to events beyond our reasonable control, such as natural disasters, cyber-attacks, or governmental actions.

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## **12. Dispute Resolution**

### **12.1 Arbitration**

- Any disputes shall be resolved through binding arbitration in Hillsborough County, FL.
- Arbitration will be conducted in accordance with the rules of Federal Arbitration Act in the state of Florida.

### **12.2 Governing Law**

These Terms and Conditions are governed by the laws of the State of Florida, United States.

### **12.3 Escalation of Disputes**

Before initiating arbitration, users agree to attempt resolution by contacting Realty Dynamics directly. If a resolution cannot be reached within 30 days, the matter may proceed to arbitration.

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## **13. Indemnification**

Users agree to indemnify, defend, and hold Realty Dynamics, its affiliates, officers, directors, employees, and agents harmless from and against any claims, damages, losses, liabilities, and expenses (including attorney's fees) arising from:

- Breach of these Terms and Conditions.
  - Misuse of the Platforms.
  - Violation of any third-party rights, including intellectual property or data privacy.
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## **14. User Conduct and Prohibited Activities**

To ensure the integrity and security of our Platforms, users must agree not to:

- Engage in unauthorized access, tampering with, or hacking the Platforms.
  - Use automated systems, bots, or scripts to access the Platforms without prior written consent.
  - Share, resell, or sublicense their access to the Platforms without explicit authorization.
  - Post or upload harmful, illegal, defamatory, or inappropriate content on the Platforms.
  - Use the Platforms in any manner that could damage, disable, overburden, or impair Realty Dynamics' infrastructure.
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## **15. Security Obligations**

### **15.1 By Realty Dynamics**

Realty Dynamics employs industry-standard measures, including encryption and regular system audits, to protect user data and ensure service integrity. However, we cannot guarantee absolute security.

### **15.2 By Users**

Users must implement appropriate security measures, such as strong passwords and secure network connections, to protect their accounts and data.

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## **16. Service Availability and Uptime**

- Realty Dynamics strives to provide continuous access to its Platforms but does not guarantee uninterrupted service.

- Scheduled maintenance, updates, or unforeseen technical issues may result in temporary service interruptions. Users will be notified of planned maintenance in advance whenever possible.
  - Realty Dynamics is not liable for service disruptions caused by third-party providers, such as hosting services or API integrations.
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## **17. API and Integration Use**

If the Platforms offer API access:

- Users are granted limited API access solely for integrating with approved systems as outlined in their service agreement.
  - Misuse of the API, including excessive requests or attempts to circumvent security measures, will result in immediate suspension or termination of access.
  - API usage must comply with applicable laws and regulations.
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## **18. Audit Rights**

- Realty Dynamics reserves the right to audit user accounts to ensure compliance with these Terms and Conditions.
  - Failure to comply with audit requests or attempts to obstruct the process may result in suspension or termination of services.
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## **19. Amendments**

We reserve the right to amend these Terms and Conditions at any time. Changes will be effective upon posting on [www.realtydynamics.ai](http://www.realtydynamics.ai) and [www.realtydynamics.app](http://www.realtydynamics.app), and users will be notified of significant updates.

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## **20. Severability**

If any provision of these Terms and Conditions is deemed unenforceable or invalid under applicable law, the remaining provisions will continue in full force and effect.

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## 21. Entire Agreement

These Terms and Conditions, along with any applicable service agreements, constitute the entire agreement between Realty Dynamics and the user, superseding all prior or contemporaneous agreements, communications, and understandings.

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## 22. No Waiver

Failure by Realty Dynamics to enforce any provision of these Terms and Conditions shall not be construed as a waiver of such provision or the right to enforce it in the future.

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## 23. Contact Information

For questions, concerns, or support, contact us at:

- **Email:** [ishaan@realydynamics.app]
  - **Address:** 400 N Tampa Street, Suite 1320, Tampa, FL 33602
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This comprehensive document ensures maximum security, clarity, and protection for Realty Dynamics. Let me know if any additional customization is needed!