

1. Introduction

Requity ("Requity," "we," "us," or "our") operates the Requity agent relationship platform, including the website located at requityapp.com and any related tools, features, and services (collectively, the "Service"). By accessing or using the Service, you ("you" or "User") agree to be bound by these Terms of Service (the "Terms"). If you do not agree to these Terms, you may not use the Service.

Requity is operated as a referral division of RE Solutions, a licensed real estate brokerage in the Commonwealth of Kentucky. Requity itself does not engage in traditional real estate brokerage activities, act as a real estate agent for any party, or represent buyers or sellers in any transaction. Its role is limited to providing the Service described in these Terms and, where applicable, facilitating referral arrangements that are overseen by a licensed real estate broker in Kentucky.

2. Definitions

For purposes of these Terms, the following definitions apply:

- "Requity," "Company," "we," "us," or "our" means the operator of the Requity platform and the website located at requityapp.com.
- "Service" means the Requity website, platform, matching tools, assessments, dashboards, reports, and any related products, features, content, or services made available by Requity, in its capacity as a referral division of RE Solutions, a licensed real estate brokerage in the Commonwealth of Kentucky. The Service does not include acting as a real estate agent, broker, or representative of any User in a transaction.
- "User" means any person who accesses or uses the Service, whether or not that person creates an account.
- "Client" means a User who uses the Service to complete assessments, provide preferences or profile information, review potential matches, or otherwise seek to be matched with a real estate agent.
- "Agent" means a real estate professional who uses the Service to participate in the matching process, receive client compatibility insights, or otherwise interact with Clients through the Service.
- "Matching Service" means Requity's core functionality of analyzing assessment responses, preferences, communication styles, and related information to suggest potential matches between Clients and Agents.
- "Assessment" means any questionnaire, survey, personality tool, compatibility evaluation, or similar input form made available through the Service for the purpose of generating insights or match recommendations.
- "Account" means a registered profile or login credentials that allow a User to access certain features of the Service.
- "User Content" means any information, data, text, responses, profile details, communications, feedback, or other materials that a User submits, uploads, posts, transmits, or otherwise makes available through the Service.

- “Content” means all text, graphics, images, software, reports, design elements, trademarks, and other materials made available through the Service, including User Content and content owned or licensed by Requity.
- “Match” means a suggested or identified potential working relationship between a Client and an Agent generated through the Service.
- “Insights” means any assessments, compatibility summaries, communication recommendations, reports, scores, explanations, or other outputs generated by or displayed through the Service.
- “Terms” means these Terms of Service, including any updates or modifications made by Requity from time to time.

3. Description of services.

Requity is a matching platform that connects potential real estate clients with real estate agents based on compatibility in communication styles, preferences, and working expectations (the “Matching Service”). The primary purpose of the Service is to help clients find agents who are likely to be a good fit for how they like to communicate and collaborate, and to help agents connect with clients whose preferences align with their own working style.

To provide the Matching Service, Requity uses questionnaires and other assessments to collect information about users’ communication styles, preferences, and expectations. Requity then analyzes this information to suggest potential matches between clients and agents and may present those matches through dashboards, reports, or similar tools within the platform.

In addition to the Matching Service, Requity may provide related features such as assessments, insights, and guidance designed to help agents and clients better understand how to work together once a match is made. These features are intended to support the relationship between matched users but do not change the fact that matching is the primary function of the Service.

Requity’s matching and related features are informational tools only and do not guarantee any particular relationship, outcome, or transaction. Any decisions regarding whether to work together, and any resulting real estate or other transactions, are made solely by the users and are their own responsibility.

4. Eligibility and Accounts

4.1 Eligibility

To use the Service, you must be at least 18 years old and able to enter into a binding contract under applicable law. By accessing or using the Service, you represent and warrant that you meet these requirements and that you are not prohibited from using the Service under any applicable laws or regulations.

The Service is primarily intended for individuals seeking to be matched with a real estate agent based on compatibility in communication style, preferences, and working expectations.

4.2 Account Registration

To access certain features of the Service, including completing assessments, viewing match results, and communicating through the platform, you may be required to create an account and provide certain information about yourself. You agree to provide accurate, current, and complete

information during registration and to update such information as needed to keep it accurate, current, and complete.

You are responsible for maintaining the confidentiality of your login credentials and for all activity that occurs under your account. You agree to notify us promptly if you become aware of any unauthorized access to or use of your account. We reserve the right to suspend or terminate accounts that contain false information or that violate these Terms.

4.3 Client Responsibility for Information

Because Requity's matching process depends on the information you provide, you acknowledge that the quality and usefulness of your matches may be affected by whether your responses are accurate, complete, and honest. You are solely responsible for the information you submit through the Service, including assessment responses and profile details

5. Acceptable Use

5.1 General Rules

You agree to use the Service only for its intended purpose: helping potential real estate clients and agents understand compatibility and, where available, facilitating matching and communication between them. You may not use the Service in any way that is unlawful, harmful, deceptive, or otherwise inconsistent with these Terms.

5.2 Prohibited Activities

You agree that you will not, and will not permit anyone else to:

- Use the Service to harass, threaten, abuse, or otherwise harm any other person.
- Impersonate any person or entity, or falsely state or misrepresent your identity, qualifications, or relationship with any person or entity.
- Submit information that you know is false, misleading, or incomplete in a way that materially affects your assessment results or potential matches.
- Use the Service to send unsolicited or unauthorized advertising, promotional materials, or spam.
- Attempt to probe, scan, or test the vulnerability of any system or network related to the Service, or to breach security or authentication measures.
- Interfere with or disrupt the operation of the Service or the experience of other users, including by introducing viruses, malware, or other harmful code.
- Reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or underlying algorithms of any part of the Service, except to the limited extent permitted by applicable law.

5.3 Use of Matching Results

You understand that the matching results and related insights are informational tools meant to help you evaluate potential working relationships. You agree not to rely on the Service as the sole basis for any real estate, legal, or financial decision, and you remain responsible for conducting any additional research, due diligence, or conversations you consider necessary before choosing to work with an agent.

5.4 Platform Integrity

Requity may monitor use of the Service, including assessment responses and interactions on the platform, to maintain and improve the Service and to investigate potential violations of these Terms. Requity reserves the right, but is not obligated, to remove or restrict access to any

content or account that appears to violate these Terms or otherwise poses a risk to the Service or other users.

6. User Content and Data

6.1 Types of User Content

The Service may allow you to submit, upload, or otherwise provide information, including assessment responses, preferences, communication style information, profile details, contact information, feedback, and messages exchanged through the platform ("User Content").

6.2 Your Responsibility for User Content

You are solely responsible for your User Content and for ensuring that it is accurate, complete, and lawful. You represent and warrant that you have all necessary rights to submit your User Content to the Service and that your User Content does not infringe or violate any third-party rights, including privacy, publicity, or intellectual property rights.

Because the matching process depends heavily on your User Content, you acknowledge that inaccurate or incomplete information may affect the quality and usefulness of your matches and the insights you receive.

6.3 License to Use User Content

To operate, maintain, and provide the Service, you grant Requity a non-exclusive, worldwide, royalty-free license to use, host, store, reproduce, modify, and create derivative works from your User Content solely for the purpose of providing and improving the Service, including generating matches, producing insights, and developing aggregated or de-identified analytics. This will include sharing necessary contact information with agents and other necessary professionals related to the real estate industry. This license is limited to the scope necessary to provide the Service and does not give Requity ownership of your User Content. Requity also will be able to collect your user information even if you do not complete the assessment.

6.4 No Pre-Screening; Right to Remove

Requity does not have an obligation to pre-screen or monitor all User Content, and cannot guarantee that other users' content will always comply with these Terms. However, Requity reserves the right, in its sole discretion, to remove, edit, or restrict access to any User Content that appears to violate these Terms or to pose a risk to other users or to the Service.

7. Disclaimers and Limitation of Liability

7.1 No Guarantee of Matches or Outcomes

Requity's primary function is to help match potential clients with real estate agents based on compatibility and related factors, but Requity does not guarantee that any match will result in a successful relationship, transaction, or outcome. Matching results, assessments, insights, and recommendations are informational tools only and should not be treated as promises or guarantees of quality, performance, availability, or success.

Requity does not guarantee that any client will find a suitable agent, that any agent will receive clients, or that any user will enter into or complete a real estate transaction through or after using the Service. Users are solely responsible for evaluating whether to work with any matched person and for making their own legal, financial, and real estate decisions.

7.2 No Professional Advice

The Service does not provide legal, tax, financial, brokerage, or other professional advice. Any information, assessments, compatibility insights, or recommendations made available through the Service are for general informational purposes only and are not a substitute for independent judgment or professional advice from qualified providers.

8. Termination and Suspension

8.1 Termination by Requity

Requity may suspend, restrict, or terminate your access to all or any part of the Service at any time, with or without notice, if Requity believes that you have violated these Terms, provided false or misleading information, misused the Service, created risk or possible legal exposure for Requity or other users, or if Requity is no longer able to provide the Service.[privacypolicies +4] Requity may also suspend or terminate accounts to investigate suspected misconduct, security incidents, or other activity that may harm the Service or its users. Suspension may be temporary while Requity reviews the issue, and termination may be permanent if the issue is not resolved or is sufficiently serious.[lawinsider +3]

8.2 Termination by You

If you stop using the Service or close your account, these Terms will still apply to any provisions that by their nature should survive termination, including provisions relating to intellectual property, disclaimers, limitation of liability, dispute resolution, and any accrued rights or obligations.

8.3 Effect of Termination

Upon termination, your right to access and use the Service will immediately end, except to the extent Requity specifically allows limited access for administrative purposes. Requity may delete or disable access to your account, profile, assessment history, or other User Content, although Requity may retain certain information as required by law or for legitimate business purposes. If your account is suspended or terminated for violating these Terms, you may be prohibited from creating a new account or accessing the Service again without Requity's prior written permission.

8.4 No Liability for Termination

To the fullest extent permitted by applicable law, Requity will not be liable to you or any third party for any suspension, restriction, or termination of your account or access to the Service in accordance with these Terms.

9. Changes to These Terms

Requity may update or modify these Terms from time to time to reflect changes to the Service, legal requirements, business practices, or other operational needs. Updated Terms will become effective on the date stated at the top of the revised Terms or on any later date specified in the notice.

Requity will make reasonable efforts to notify users of material changes, which may include posting a notice on the website, displaying an in-service notice, or sending notice by email if an email address is associated with the account. Continued use of the Service after the updated Terms become effective constitutes acceptance of the revised Terms, except where applicable law requires a different form of consent.

If you do not agree to the updated Terms, you must stop using the Service and, if applicable, close your account before the updated Terms take effect. Requity may require users to review and affirmatively accept updated Terms before continuing to access certain parts of the Service.