

IGNITE AGENT PORTAL

PRIVACY POLICY

Last Updated: March 23, 2026

1. INTRODUCTION

Airborne Software, LLC (“Airborne Software,” “we,” “us,” or “our”), a Texas limited liability company, operates the Ignite Agent Portal web application (the “Platform”). This Privacy Policy describes how we collect, use, store, share, and protect personal data when you access or use the Platform. It also explains your rights regarding your personal data under applicable law, including the Texas Data Privacy and Security Act (TDP SA), Chapter 541 of the Texas Business and Commerce Code.

This Privacy Policy applies to all users of the Platform, including licensed real estate agents (“Agent Users”) sponsored by Ignite Real Estate Group, LLC and authorized brokerage personnel. By accessing or using the Platform, you acknowledge that you have read and understood this Privacy Policy.

This Privacy Policy is incorporated by reference into our Terms of Service. Capitalized terms not defined in this Privacy Policy have the meanings assigned to them in the Terms of Service.

2. CATEGORIES OF PERSONAL DATA WE COLLECT

We collect the following categories of personal data in connection with the Platform:

2.1 Information You Provide Directly

Account and Identity Information: Full name, email address, phone number, mailing address, real estate license number, license jurisdiction, and license expiration date.

Onboarding Documents: W-9 forms, 1099 agreements, sponsorship agreements, government-issued identification (as required for brokerage compliance), and other documents you upload during the onboarding process.

Transaction Data: Information related to real estate transactions you submit through the Platform, including property addresses, transaction types (sales, leases, referrals), contract dates, option periods, earnest money deadlines, closing dates, and Commission Disbursement Authorization (CDA) details.

Payment Information: Billing information necessary to process subscription payments. Payment processing is handled by our third-party payment processor, Helcim. We do not directly store your full credit card number or bank account details on our servers.

Communications: Messages, notifications, and other communications you send or receive through the Platform.

Agent Directory Information: Professional information you choose to include in your public-facing agent profile, such as specialties, service areas, biography, headshot, and referral availability.

Continuing Education Records: CE course information, hours completed, and certificate documentation you upload or enter.

2.2 Information Collected Automatically

Usage Data: Information about how you access and use the Platform, including pages viewed, features used, actions taken, timestamps, and session duration.

Device and Browser Information: IP address, browser type and version, operating system, device type, and screen resolution.

Cookies and Similar Technologies: We use cookies, web beacons, and similar tracking technologies to operate the Platform, remember your preferences, and analyze usage patterns. See Section 9 (Cookies and Tracking Technologies) for details.

Log Data: Server logs that record requests made to the Platform, including IP addresses, timestamps, referring URLs, and error information.

2.3 Information from Third Parties

Brokerage Administration: Ignite Real Estate Group, LLC may provide us with information about Agent Users necessary for account provisioning, onboarding, and brokerage administration.

Payment Processor: Helcim may provide us with transaction confirmation data, payment status, and billing information necessary to manage your subscription.

Electronic Signature Provider: Zoho Sign (or equivalent) may provide us with document signing status and completion information.

3. PURPOSES OF PROCESSING

We process your personal data for the following purposes:

Platform Operations: To provide, maintain, and operate the Platform, including account creation, authentication, onboarding workflows, transaction management, document storage, CDA processing, deadline monitoring, and notification delivery.

Communications: To send you in-app notifications, emails, and SMS/text messages related to your account, transactions, deadlines, compliance reminders, and brokerage communications.

Agent Directory: To display your professional information in the public-facing agent directory, based on the information you provide and your visibility preferences.

Compliance and Administration: To support brokerage compliance functions including TREC sponsorship tracking, license expiration monitoring, continuing education tracking, and document management.

Payment Processing: To process subscription payments, manage billing, and maintain payment records.

Platform Improvement: To analyze usage patterns, diagnose technical issues, improve Platform features and functionality, and develop new services.

Security: To detect, prevent, and respond to fraud, unauthorized access, security incidents, and other harmful activities.

Legal Compliance: To comply with applicable laws, regulations, legal processes, or governmental requests, and to enforce our Terms of Service and this Privacy Policy.

4. CATEGORIES OF THIRD PARTIES WITH WHOM WE SHARE DATA

We do not sell your personal data. We do not sell sensitive personal data. We do not sell biometric personal data. We may share your personal data with the following categories of third parties, solely for the purposes described in this Privacy Policy:

Ignite Real Estate Group, LLC (Brokerage Client): As the sponsoring brokerage, Ignite Real Estate Group has access to Agent User data through the Platform for brokerage administration, compliance, and transaction management purposes. This includes onboarding records, transaction data, compliance documents, and account information.

Payment Processor (Helcim): We share billing and payment-related information with Helcim to process subscription payments. Helcim's handling of your payment data is governed by Helcim's own privacy policy and PCI DSS compliance obligations.

Electronic Signature Provider (Zoho Sign or equivalent): We share document and signatory information with our electronic signature provider to facilitate document signing workflows.

Email Service Provider: We share your email address and name with our email delivery service provider to send you transactional emails and Platform notifications.

SMS/Text Messaging Provider: We share your phone number with our SMS provider to deliver text message notifications related to transactions, deadlines, and brokerage communications.

Hosting and Infrastructure Providers: Your data is stored on servers operated by our cloud hosting provider(s). These providers act as data processors under our direction and are contractually obligated to protect your data.

Legal and Regulatory Authorities: We may disclose your personal data if required by law, regulation, legal process, or governmental request, or if we believe disclosure is necessary to protect our rights, your safety, or the safety of others, or to investigate fraud or respond to a government request.

Business Transfers: In the event of a merger, acquisition, reorganization, or sale of all or substantially all of our assets, your personal data may be transferred as part of that transaction. We will provide notice before your personal data becomes subject to a different privacy policy.

5. YOUR PRIVACY RIGHTS UNDER THE TEXAS DATA PRIVACY AND SECURITY ACT (TDPSA)

If you are a Texas resident, you have the following rights under the TDPSA (Chapter 541, Texas Business and Commerce Code), effective July 1, 2024:

Right to Confirm and Access: You have the right to confirm whether we are processing your personal data and to access that data.

Right to Correct: You have the right to correct inaccuracies in your personal data, taking into account the nature of the data and the purposes of the processing.

Right to Delete: You have the right to request deletion of personal data you have provided to us or that we have obtained about you.

Right to Data Portability: You have the right to obtain a copy of your personal data in a portable and readily usable format, to the extent technically feasible.

Right to Opt Out: You have the right to opt out of the processing of your personal data for: (a) targeted advertising; (b) the sale of personal data; or (c) profiling in furtherance of decisions that produce legal or similarly significant effects concerning you.

We do not sell your personal data. We do not use your personal data for targeted advertising or profiling that produces legal or similarly significant effects.

5.1 How to Exercise Your Rights

You may submit a request to exercise any of the above rights by contacting us using either of the following methods:

Email: privacy@airborne-software.com

Mail: Airborne Software, LLC, Attn: Privacy Request, 1807 Sabine Ct, College Station, TX 77840

We will respond to your request without undue delay and no later than forty-five (45) days after receipt. If we require additional time due to the complexity or volume of requests, we will notify you of the extension (up to an additional 45 days) and the reason for the delay.

We will not discriminate against you for exercising your privacy rights. We will not deny you goods or services, charge you different prices, or provide a different level of quality based on your exercise of these rights.

5.2 Right to Appeal

If we decline to take action on your request, we will inform you of our decision, provide a written explanation of the reasons, and provide instructions for how to appeal. You may appeal our decision by contacting us at privacy@airborne-software.com with the subject line "Privacy Rights Appeal." We will respond to your appeal within sixty (60) days.

If your appeal is denied, you may submit a complaint to the Texas Attorney General at: <https://www.texasattorneygeneral.gov/consumer-protection/file-consumer-complaint>

5.3 Authorized Agents

You may designate an authorized agent to submit a request on your behalf. We may require the authorized agent to provide proof of their authorization and may require you to verify your identity directly with us.

5.4 Universal Opt-Out Mechanisms

We recognize and honor Global Privacy Control (GPC) signals and other universal opt-out mechanisms as valid requests to opt out of the sale of personal data and targeted advertising, as required by TDPSA Section 541.055(e), effective January 1, 2025.

6. DATA RETENTION

We retain your personal data for as long as your account is active or as needed to provide the Platform services. Specific retention periods include:

Account Data: Retained for the duration of your active account and for thirty (30) days following account termination or deactivation, during which you may export your data. After this period, we may delete your data in accordance with our data retention schedule.

Transaction Records: Retained for a minimum of four (4) years following the closing or termination of a transaction, consistent with TREC recordkeeping requirements and applicable statutes of limitations.

Onboarding and Compliance Documents: Retained for the duration of your active account and for four (4) years thereafter, consistent with brokerage recordkeeping obligations.

Payment Records: Retained for as long as required by applicable tax and financial reporting laws (generally seven (7) years).

Usage and Log Data: Retained for up to twelve (12) months for operational and security purposes, then aggregated or deleted.

When personal data is no longer necessary for the purposes for which it was collected or processed, we will securely delete or de-identify it in accordance with commercially reasonable practices.

7. DATA SECURITY

We implement commercially reasonable administrative, technical, and physical security measures to protect your personal data from unauthorized access, destruction, use, modification, or disclosure. These measures include:

Encryption of data in transit using TLS/SSL protocols. Access controls restricting Platform access to authorized users through authenticated credentials. Regular monitoring of the Platform for security vulnerabilities and unauthorized access attempts. Contractual obligations imposed on third-party service providers to maintain appropriate security standards.

No method of electronic transmission or storage is 100% secure. While we strive to use commercially reasonable means to protect your personal data, we cannot guarantee absolute security. You are responsible for maintaining the confidentiality of your account credentials and for notifying us immediately of any unauthorized use.

8. CHILDREN'S PRIVACY

The Platform is not intended for use by individuals under the age of eighteen (18). We do not knowingly collect personal data from children under 13. If we become aware that we have collected personal data from a child under 13 without verification of parental consent, we will take steps to delete that information. If you believe we have collected information from a child under 13, please contact us at privacy@airborne-software.com.

9. COOKIES AND TRACKING TECHNOLOGIES

We use the following types of cookies and similar technologies:

Strictly Necessary Cookies: Required for the Platform to function properly, including session management, authentication, and security. These cookies cannot be disabled.

Functional Cookies: Used to remember your preferences and settings, such as language preferences and display options.

Analytics Cookies: Used to collect information about how you use the Platform, including pages visited, features used, and error reports. This data is used in aggregate to improve the Platform.

You can manage your cookie preferences through your browser settings. Disabling certain cookies may affect Platform functionality. We honor GPC signals as opt-out requests for any analytics cookies used for targeted advertising purposes.

10. THIRD-PARTY LINKS AND SERVICES

The Platform may contain links to third-party websites or services that are not operated by us. This Privacy Policy does not apply to third-party services. We encourage you to review the privacy policies of any third-party service you access through the Platform. We are not responsible for the privacy practices of third parties, including Helcim, Zoho Sign, or any other service provider linked from the Platform.

11. DO NOT TRACK / GLOBAL PRIVACY CONTROL

Some browsers offer a “Do Not Track” (DNT) setting. There is no universally accepted standard for how to respond to DNT signals at this time. However, we do recognize and honor Global Privacy Control (GPC) signals as valid opt-out requests for the sale of personal data and targeted advertising under the TDPSA.

12. CROSS-BORDER DATA TRANSFERS

The Platform is hosted in the United States. If you access the Platform from outside the United States, please be aware that your personal data may be transferred to, stored in, and processed in the United States. By using the Platform, you consent to the transfer of your data to the United States.

13. CHANGES TO THIS PRIVACY POLICY

We may update this Privacy Policy from time to time to reflect changes in our data practices, legal requirements, or Platform functionality. When we make material changes, we will notify you by posting the updated Privacy Policy on the Platform with a revised “Last Updated” date. We may also notify you via email or in-app notification for significant changes. Your continued use of the Platform after the posting of changes constitutes your acceptance of those changes.

14. CONTACT INFORMATION

If you have questions about this Privacy Policy, wish to exercise your privacy rights, or have concerns about our data practices, please contact us at:

Airborne Software, LLC

Email: privacy@airborne-software.com

Mail: Airborne Software, LLC, Attn: Privacy, 1807 Sabine Ct, College Station, TX 77840

For privacy rights requests, please include “Privacy Rights Request” in the subject line (for email) or on the envelope (for mail) and specify which right(s) you wish to exercise. We will acknowledge receipt of your request and respond within the timeframes required by applicable law.

If you are not satisfied with our response, you may submit a complaint to the Texas Attorney General’s Consumer Protection Division at: <https://www.texasattorneygeneral.gov/consumer-protection/file-consumer-complaint>