

IGNITE AGENT PORTAL

TERMS AND CONDITIONS OF USE

Last Updated: March 23, 2026

1. ACCEPTANCE OF TERMS

These Terms and Conditions of Use (these “Terms”) constitute a legally binding agreement between you (“User,” “you,” or “your”) and Airborne Software, LLC, a Texas limited liability company (“Airborne Software,” “we,” “us,” or “our”), governing your access to and use of the Ignite Agent Portal web application and all related services (collectively, the “Platform”).

BY ACCESSING, BROWSING, OR USING THE PLATFORM, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS AND OUR PRIVACY POLICY. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, YOU MUST NOT ACCESS OR USE THE PLATFORM. YOUR CONTINUED USE OF THE PLATFORM FOLLOWING THE POSTING OF ANY CHANGES TO THESE TERMS CONSTITUTES YOUR ACCEPTANCE OF SUCH CHANGES.

2. ELIGIBILITY

The Platform is intended for use by licensed real estate agents who are sponsored by Ignite Real Estate Group, LLC (or its affiliated entities) and authorized personnel of Ignite Real Estate Group, LLC. By using the Platform, you represent and warrant that: (a) you are at least eighteen (18) years of age; (b) you have the legal capacity to enter into these Terms; (c) you hold a valid real estate license in your applicable jurisdiction (if accessing agent-specific features); and (d) you are authorized by Ignite Real Estate Group, LLC to access the Platform.

3. ACCOUNT REGISTRATION AND SECURITY

3.1 To access certain features of the Platform, you may be required to register for an account. You agree to provide accurate, current, and complete information during the registration process and to update such information as necessary to keep it accurate, current, and complete.

3.2 You are solely responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You agree to immediately notify Airborne Software of any unauthorized use of your account or any other breach of security.

3.3 Airborne Software reserves the right to suspend or terminate your account at any time, with or without notice, for any reason, including but not limited to a violation of these Terms.

4. DESCRIPTION OF THE PLATFORM

The Platform is a web-based software application that provides tools and features for real estate agents and brokerage administration, including but not limited to: agent onboarding workflows, transaction management and tracking, document storage and management, Commission Disbursement Authorization (CDA) processing, deadline monitoring, compliance resources,

continuing education tracking, agent directory services, notification systems, and payment management.

Airborne Software reserves the right to modify, suspend, or discontinue any feature or functionality of the Platform at any time, with or without notice, and without liability to you or any third party.

5. ACCEPTABLE USE POLICY

You agree to use the Platform only for lawful purposes and in accordance with these Terms. You agree not to:

- (a) Use the Platform in any way that violates any applicable federal, state, local, or international law or regulation, including but not limited to TREC regulations, MLS rules, and NAR policies;
- (b) Use the Platform for any fraudulent, deceptive, or misleading purpose;
- (c) Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Platform, the server on which the Platform is hosted, or any server, computer, or database connected to the Platform;
- (d) Introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;
- (e) Use any robot, spider, scraper, or other automated means to access the Platform for any purpose without our express written permission;
- (f) Impersonate or attempt to impersonate Airborne Software, an Airborne Software employee, another user, or any other person or entity;
- (g) Share your account credentials with any third party or allow any third party to access the Platform using your account;
- (h) Upload, transmit, or distribute any content that infringes upon any third party's intellectual property rights, privacy rights, or other legal rights;
- (i) Use the Platform to collect, store, or process personal information of other users in a manner that violates applicable privacy laws; or
- (j) Engage in any conduct that restricts or inhibits any other user's use or enjoyment of the Platform.

6. USER CONTENT AND DATA

6.1 You retain ownership of all data, documents, and content that you upload, submit, or transmit through the Platform ("User Content"). By submitting User Content, you grant Airborne Software a non-exclusive, worldwide, royalty-free license to use, store, process, and display your User Content solely for the purpose of providing and improving the Platform services.

6.2 You represent and warrant that: (a) you own or have the necessary rights and permissions to submit your User Content; (b) your User Content does not violate the rights of any third party; and (c) your User Content complies with all applicable laws and regulations.

6.3 You are solely responsible for maintaining backup copies of your User Content. Airborne Software shall not be liable for any loss or corruption of User Content.

7. INFORMATION ACCURACY DISCLAIMER

THE PLATFORM MAY DISPLAY INFORMATION INCLUDING BUT NOT LIMITED TO COMPLIANCE RESOURCES, REGULATORY GUIDANCE, TREC RULES, MLS POLICIES, NAR CODE OF ETHICS REFERENCES, TRANSACTION DATA, DEADLINE CALCULATIONS, CONTINUING EDUCATION INFORMATION, INSURANCE DOCUMENTS, AND OTHER CONTENT. WHILE AIRBORNE SOFTWARE ENDEAVORS TO PROVIDE ACCURATE AND UP-TO-DATE INFORMATION, WE DO NOT WARRANT OR GUARANTEE THE ACCURACY, COMPLETENESS, RELIABILITY, TIMELINESS, OR CORRECTNESS OF ANY INFORMATION DISPLAYED ON OR PROVIDED THROUGH THE PLATFORM.

ALL INFORMATION ON THE PLATFORM IS PROVIDED FOR GENERAL INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE LEGAL, REGULATORY, FINANCIAL, TAX, OR PROFESSIONAL ADVICE. YOU SHOULD NOT RELY SOLELY ON INFORMATION OBTAINED THROUGH THE PLATFORM TO MAKE BUSINESS, LEGAL, OR REGULATORY DECISIONS. YOU ARE SOLELY RESPONSIBLE FOR INDEPENDENTLY VERIFYING ALL INFORMATION AND CONSULTING WITH QUALIFIED PROFESSIONALS, INCLUDING YOUR SPONSORING BROKER, LEGAL COUNSEL, OR TREC DIRECTLY, AS APPROPRIATE.

AIRBORNE SOFTWARE SHALL NOT BE LIABLE FOR ANY ERRORS, OMISSIONS, OR INACCURACIES IN THE INFORMATION PROVIDED THROUGH THE PLATFORM, NOR FOR ANY ACTIONS TAKEN OR DECISIONS MADE IN RELIANCE ON SUCH INFORMATION.

8. DISCLAIMER OF WARRANTIES

THE PLATFORM AND ALL CONTENT, FEATURES, AND SERVICES PROVIDED THROUGH THE PLATFORM ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AIRBORNE SOFTWARE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO:

- (A) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT;
- (B) WARRANTIES THAT THE PLATFORM WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, OR ERROR-FREE;
- (C) WARRANTIES THAT THE RESULTS OBTAINED FROM THE USE OF THE PLATFORM WILL BE ACCURATE OR RELIABLE;
- (D) WARRANTIES THAT THE QUALITY OF ANY INFORMATION OBTAINED THROUGH THE PLATFORM WILL MEET YOUR EXPECTATIONS; AND
- (E) WARRANTIES THAT ANY ERRORS IN THE PLATFORM WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PLATFORM IS ACCESSED AT YOUR OWN DISCRETION AND RISK. YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA RESULTING FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

9. LIMITATION OF LIABILITY

THE FOLLOWING PROVISIONS ARE A MATERIAL INDUCEMENT FOR AIRBORNE SOFTWARE TO MAKE THE PLATFORM AVAILABLE TO YOU. YOU ACKNOWLEDGE AND AGREE THAT AIRBORNE SOFTWARE WOULD NOT PROVIDE THE PLATFORM WITHOUT THESE LIMITATIONS:

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL AIRBORNE SOFTWARE, ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, LICENSORS, OR SERVICE PROVIDERS (COLLECTIVELY, THE "AIRBORNE PARTIES") BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, GOODWILL, BUSINESS OPPORTUNITIES, OR USE, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE PLATFORM, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF THE AIRBORNE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WITHOUT LIMITING THE FOREGOING, THE AIRBORNE PARTIES SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM: (A) YOUR RELIANCE ON ANY INFORMATION OBTAINED THROUGH THE PLATFORM; (B) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (C) PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM YOUR USE OF THE PLATFORM; (D) UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS OR ANY PERSONAL OR FINANCIAL INFORMATION STORED THEREIN; (E) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE PLATFORM; (F) BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE TRANSMITTED THROUGH THE PLATFORM BY ANY THIRD PARTY; OR (G) ERRORS OR OMISSIONS IN ANY CONTENT.

IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF THE AIRBORNE PARTIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE PLATFORM EXCEED THE GREATER OF: (I) THE TOTAL FEES ACTUALLY PAID BY YOU (OR ON YOUR BEHALF) TO AIRBORNE SOFTWARE IN CONNECTION WITH YOUR USE OF THE PLATFORM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY; OR (II) FIVE HUNDRED DOLLARS (\$500.00).

NOTWITHSTANDING THE FOREGOING, NOTHING IN THESE TERMS SHALL LIMIT OR EXCLUDE LIABILITY FOR: (A) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY AN AIRBORNE PARTY; (B) FRAUD OR INTENTIONAL MISREPRESENTATION BY AN AIRBORNE PARTY; OR (C) ANY OTHER LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW. FOR ANY CLAIMS ARISING FROM GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD, THE TOTAL AGGREGATE LIABILITY OF THE AIRBORNE PARTIES SHALL NOT EXCEED THE GREATER OF: (I) THE TOTAL FEES ACTUALLY PAID BY YOU (OR ON YOUR BEHALF) TO AIRBORNE SOFTWARE DURING THE TWENTY-FOUR (24) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY; OR (II) TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00).

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IN SUCH JURISDICTIONS, THE LIABILITY OF THE AIRBORNE PARTIES SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

10. INDEMNIFICATION

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE AIRBORNE PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) ARISING OUT OF OR RELATING TO: (A) YOUR ACCESS TO OR USE OF THE PLATFORM; (B) YOUR VIOLATION OF THESE TERMS; (C) YOUR VIOLATION OF ANY APPLICABLE LAW, RULE, OR REGULATION; (D) YOUR USER CONTENT; (E) YOUR VIOLATION OF THE RIGHTS OF ANY THIRD PARTY; OR (F) ANY MISREPRESENTATION MADE BY YOU.

THIS INDEMNIFICATION OBLIGATION SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, ACTIVE, OR PASSIVE) OF ANY AIRBORNE PARTY, TO THE FULLEST EXTENT PERMITTED BY TEXAS LAW. THIS IS AN EXPRESS INDEMNIFICATION PROVISION INTENDED TO COMPLY WITH THE TEXAS EXPRESS NEGLIGENCE DOCTRINE.

11. INTELLECTUAL PROPERTY

11.1 The Platform and all content, features, and functionality thereof, including but not limited to all software, code, algorithms, text, graphics, logos, icons, images, designs, interfaces, and the selection and arrangement thereof, are owned by Airborne Software or its licensors and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

11.2 Subject to your compliance with these Terms, Airborne Software grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Platform for your authorized purposes. This license does not include any right to: (a) modify, copy, or create derivative works of the Platform; (b) reverse engineer, decompile, or disassemble any aspect of the Platform; (c) remove any proprietary notices or labels on the Platform; or (d) use the Platform for any commercial purpose not expressly authorized by these Terms.

12. THIRD-PARTY SERVICES AND LINKS

The Platform may contain links to third-party websites, services, or integrations (including but not limited to Helcim payment processing, Zoho Sign, email services, and SMS providers). These third-party services are not under the control of Airborne Software, and we are not responsible for the content, privacy policies, security practices, or availability of any third-party service. Your use of third-party services is at your own risk and subject to the terms and conditions of those third parties.

13. PRIVACY

Your use of the Platform is governed by our Privacy Policy, available at <https://portal.igniterealestategrp.com/legal/privacy-policy.pdf>, which is incorporated into these Terms by reference. By using the Platform, you consent to the collection, use, and disclosure of your information as described in the Privacy Policy. You acknowledge that internet-based data transmission is not guaranteed to be completely secure, and Airborne Software cannot warrant

the security of any information you transmit through the Platform. Please review the Privacy Policy carefully for information about your rights under the Texas Data Privacy and Security Act (TDPSA) and how to exercise them.

14. ELECTRONIC COMMUNICATIONS AND NOTIFICATIONS

14.1 General Consent. By using the Platform, you consent to receive electronic communications from Airborne Software, including but not limited to in-app notifications, emails, and SMS/text messages related to your account, transactions, deadlines, and brokerage communications. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

14.2 SMS/Text Message Consent. By providing your mobile phone number and using the Platform, you expressly consent to receive autodialed or prerecorded SMS/text messages from Airborne Software at the mobile number you provide. Message frequency varies based on your account activity, transactions, and deadlines. Standard messaging and data rates may apply. Your consent to receive SMS/text messages is not a condition of accessing or using the Platform. You may opt out of SMS/text messages at any time by replying STOP to any message or by updating your notification preferences in the Platform. After opting out, you may continue to receive transactional messages required for account security.

15. TERMINATION

15.1 Airborne Software may terminate or suspend your access to the Platform immediately, without prior notice or liability, for any reason whatsoever, including but not limited to a breach of these Terms.

15.2 Upon termination, your right to use the Platform shall immediately cease, except that Airborne Software shall provide you with access to download your personal documents and User Content for a period of seven (7) days following termination. All provisions of these Terms which by their nature should survive termination shall survive, including but not limited to Sections 7 (Information Accuracy Disclaimer), 8 (Disclaimer of Warranties), 9 (Limitation of Liability), 10 (Indemnification), 11 (Intellectual Property), 13 (Privacy), and 17 (Governing Law).

16. MODIFICATIONS TO TERMS

Airborne Software reserves the right to modify, amend, or update these Terms at any time in its sole discretion. Any changes will be effective immediately upon posting the revised Terms on the Platform with a new "Last Updated" date. Your continued use of the Platform after any such changes constitutes your acceptance of the revised Terms. It is your responsibility to review these Terms periodically for changes.

17. GOVERNING LAW AND DISPUTE RESOLUTION

17.1 Governing Law. These Terms shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles.

17.2 Dispute Resolution. Any dispute arising out of or relating to these Terms or your use of the Platform shall first be resolved through good faith informal negotiation. If the dispute cannot be resolved informally within thirty (30) days, it shall be submitted to binding arbitration

administered by the American Arbitration Association under its Commercial Arbitration Rules. The arbitration shall be conducted by a single arbitrator in Brazos County, Texas. The proceedings and all related materials shall be maintained as confidential by the parties and the arbitrator. The decision of the arbitrator shall be final and binding.

17.3 Equitable Relief. Notwithstanding Section 17.2, Airborne Software may seek temporary restraining orders, preliminary injunctions, or other emergency equitable relief from any court of competent jurisdiction to prevent irreparable harm arising from unauthorized use or disclosure of Confidential Information, infringement of intellectual property rights, or unauthorized access to or misuse of the Platform. Pursuit of equitable relief shall not waive the right to arbitrate the underlying dispute.

17.4 Class Action Waiver. YOU AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

18. GENERAL PROVISIONS

18.1 Entire Agreement. These Terms, together with the Privacy Policy, constitute the entire agreement between you and Airborne Software regarding your use of the Platform and supersede all prior agreements and understandings.

18.2 Severability. If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, and the remaining provisions shall continue in full force and effect.

18.3 Waiver. No waiver of any term or condition of these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition.

18.4 Assignment. You may not assign or transfer these Terms or your rights under these Terms without the prior written consent of Airborne Software. Airborne Software may assign these Terms without restriction.

18.5 Force Majeure. Airborne Software shall not be liable for any failure or delay in performance resulting from causes beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemics, government actions, internet disruptions, power outages, cyberattacks, or third-party service provider failures.

18.6 No Third-Party Beneficiaries. These Terms are for the sole benefit of you and Airborne Software. Nothing in these Terms, express or implied, is intended to or shall confer upon any third party (including Ignite Real Estate Group, LLC) any legal or equitable right, benefit, or remedy under these Terms.

19. CONTACT INFORMATION

If you have any questions about these Terms, please contact:

Airborne Software, LLC

Email: legal@airborne-software.com

Address: 1807 Sabine Ct, College Station, TX 77840

ACKNOWLEDGMENT AND ACCEPTANCE

BY CLICKING “I AGREE,” “ACCEPT,” OR BY ACCESSING OR USING THE PLATFORM, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS AND CONDITIONS IN THEIR ENTIRETY, THAT YOU UNDERSTAND THEM, AND THAT YOU AGREE TO BE BOUND BY THEM. YOU FURTHER ACKNOWLEDGE THAT THESE TERMS CONTAIN A LIMITATION OF LIABILITY, A DISCLAIMER OF WARRANTIES, AN INDEMNIFICATION OBLIGATION, A CLASS ACTION WAIVER, AND A BINDING ARBITRATION PROVISION THAT AFFECT YOUR LEGAL RIGHTS.