

GOT NEST TERMS OF USE

Effective Date: 07/01/2026

Last Updated: 07/01/2026

1. Contractual Relationship and Acceptance

These Terms of Use ("Terms") constitute a legally binding agreement between you ("User", whether Client or Agent) and Alves Holdings LLC ("Got Nest", "Company", "we", "us"). These Terms govern your structural access to and use of our web domains, application interfaces, codebases, cost calculators, and AI assistance integrations.

BY ACCESSING OR USING THE GOT NEST PLATFORM, YOU EXPRESSLY CONFIRM YOUR UNQUALIFIED ACCEPTANCE OF THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE PROHIBITED FROM ACCESSING THE PLATFORM.

2. Licensing and Intellectual Property Protection

The entire architecture of the Platform—including but not limited to the source code, compiled object code, database schemas, proprietary algorithm weights, customized AI system prompts, UI designs, layout logic, custom graphics, and workflow vectors—is the protected, un-shared, copyrighted property of the Company. All rights not expressly granted are reserved.

Users are explicitly prohibited from executing the following actions:

- Automated scraping, crawling, or harvesting of property data, IDX listings, or user directories via bots, scripts, or extensions.
- Reverse engineering, decompiling, disassembling, or extracting the base system architecture of the web or mobile applications.
- Modifying or training competitive machine learning or generative AI models using inputs or outputs unique to this Platform.
- Bypassing api rate limits, authentication wrappers, or security blocks implemented via AWS Cognito.

3. Absolute Disclaimers: AI Content & Cost Estimations

CRITICAL COMPLIANCE NOTICE: ALL USERS ACKNOWLEDGE THAT COST ESTIMATIONS AND AI RESPONSES ARE NOT FINANCIAL APPRAISALS OR LEGAL COMMITMENT SHEETS.

The Platform utilizes advanced artificial intelligence models and third-party algorithmic engines to generate automated property summaries, neighborhood contextualizations, and prospective financial calculations. The following disclosures are binding:

- **No TILA-RESPA Financial Commitments:** Cost calculators, mortgage forecasts, closing cost matrix sheets, and financial outputs are provided exclusively for preliminary informational purposes. They do NOT constitute an offer to lend, a Loan Estimate (LE), a Closing Disclosure (CD), or official credit documentation under the Truth in Lending Act -

Real Estate Settlement Procedures Act Integrated Disclosures (TILA-RESPA) regulations.

- **AI Text Limitations:** AI-generated answers may occasionally contain hallucinations, logistical errors, or out-of-date statutory references. The Company guarantees neither the legal accuracy nor the situational precision of AI commentary.
- **Source Data Disclaimer:** Real estate pricing, tax evaluations, and boundary dimensions are derived directly from public county files, Cotality, and HAR. Data is deemed reliable at the time of ingest but is NOT guaranteed for absolute accuracy by the Company.

4. Realtor and Agent Standard of Conduct

Agents using this Platform to interact with consumers or coordinate transactional workflows acknowledge their standalone status as licensed professionals in Texas. Agents explicitly represent and warrant that they will:

- Comply fully with all Texas Real Estate Commission (TREC) advertising, disclosure, and representation statutes.
- Adhere strictly to the National Association of Realtors (NAR) Code of Ethics, specifically avoiding misleading property representations or predatory client targeting.
- Uphold all requirements of the Fair Housing Act and HUD mandates. Agents are explicitly prohibited from programming or using AI interface tools to filter, segment, or restrict property access based on protected classes including race, religion, sex, familial status, national origin, or disability.

5. Third-Party Service Dependencies

The functionality of the Platform relies fundamentally on ongoing access to external systems, including AWS (hosting/Cognito) and Mapbox (mapping layers). The Company shall not be liable for any system operational gaps, map routing failures, or authentication delays caused by downtime or structural changes within these third-party platforms.

6. Indemnification and Limitation of Liability

To the maximum extent permitted under Texas law, the Company, its officers, and affiliates shall not be held liable for any indirect, consequential, special, or punitive damages arising from structural reliance on AI content, inaccurate cost estimates, or regional MLS listing lag. You agree to indemnify, defend, and hold harmless the Company from any claims, regulatory penalties, or litigation arising from your breach of these terms, misuse of real estate data, or HUD non-compliance.