



## REAL'S WORKVIVO— TERMS OF USE

PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS VERY IMPORTANT INFORMATION CONCERNING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU.

### 1. **Acceptance of Terms of Use**

Real's Workvivo service (the "Service") provides you with the ability to internally communicate with other Real associates in a similar way in which you communicate with your friends through social media.

The Service is provided by Real Broker, LLC and its related entities (hereinafter collectively "Real" or "Company") in order to give its

employees and independent contractors the opportunity to interact through an internal social networking site. Participation on or use of the Service is voluntary and is not a requirement of your employment or independent contractor agreement. Use of Workvivo represents your agreement to these Terms of Use.

## **2. Basic User Conduct Rules**

Even though the Service is an internal social media channel there are certain basic rules that should be followed similar to those of typical social media channels. The goal of these rules is to ensure that the Service is used in a manner that is respectful of others' rights and opinions and is a productive and safe environment for all participants. Also, the tool should be used in a manner that protects Real and client confidential information.

The Service is made available for individual use related to your association with Real or employment on behalf of Real. The Service is intended for the internal discussion of Real - related business matters and is not intended for use in connection with personal matters. Remember- the Service is for internal use only.

At Real, where kindness is paramount, we strive for respectful and professional interactions in our Workvivo community. Your contributions significantly impact our Company culture. To maintain a collaborative, supportive, informative, and respectful



environment on the Service, please adhere to the following:

**2.1. Respect and**

**Kindness:** Uphold our value of kindness in all interactions. Show respect, empathy, and consideration toward colleagues.

**2.2. Professionalism:**

Maintain a professional tone and demeanor in all communications. Avoid derogatory, offensive, or discriminatory language or content.

**2.3. Relevance and**

**Accuracy:** Share posts that align with our industry or Company activities. Provide accurate, verified information that supports our business objectives.

**2.4. Supportive**

**Environment:** Encourage support by sharing helpful resources, industry insights, and positive messages that contribute to our collective growth.

**2.5. Community**

**Engagement:** Promote collaboration, knowledge sharing, and constructive discussions that add value to our virtual community.

**2.6. Inclusivity:**

Embrace diversity and inclusion. Refrain from content or discussions that may exclude or offend others based on any characteristic.

**2.7. Format**

**Compliance:** Ensure posts adhere to the designated format of the channel. Do not mislead individuals into believing posts are official Company communications.

## 2.8. **Self-Promotion:**

Posts promoting agents ancillary services or products must not compete with Real offerings. Real's ancillary services, such as Real Title, Real Mortgage, etc. can be promoted in state/province groups. Promotional postings for outside vendors that compete with Real's services are not allowed. Agent's self-promotion of their individual businesses, such as TC services, must be posted only in the Agent Marketplace group. Ensure promotional content aligns with our values and benefits the community. See further rules [here](#)

2.9. **Anti-Spam:** Avoid spamming the platform with excessive or repetitive posts. Share content judiciously and considerately to prevent overwhelming the community.

## 2.10. **Channel**

**Appropriateness:** Post in the appropriate channel or discussion thread. Ensure content is relevant to the designated topic or category. Agents may only join the state/province group(s) for states in which they are licensed for collaboration and content. Members who request to join a state/province group in a state in which they are not licensed may be denied.

2.11. **Approval and Moderation:** Posts may require review and approval by designated moderators or administrators to ensure compliance with these Terms of Use. Inappropriate or irrelevant posts will be removed. Posts that are reported for conduct will be reviewed for compliance with

this policy and removed at moderator discretion.

**2.12. Discussion of Disputes.** Any subject matter or related documents that are subject of an ongoing dispute, such as matters subject to a legal hold notice or notice of litigation (i.e. subject to a dispute, legal matter, arbitration, or litigation), shall not be discussed or posted using the Service.

**2.13. Misleading or False information.** You may not knowingly submit false or misleading information.

**2.14. Privacy and confidentiality:** As with all Real computer resources, users should have no expectation of privacy with respect to the use of the Service. All members must handle sensitive information, such as client and Real's business information, in compliance with laws and regulations. Members should not share confidential information on the Service and should not share confidential information they learn from the Service outside the organization without proper authorization. Please obtain permission from the sender/poster if you would like to utilize any information from the Service with a client or post publicly. It is the responsibility of every member to maintain the security and integrity of their login credentials for the Service.

**2.15. Intellectual Property.** By uploading any information, images, documents or other material on the Service, you represent and warrant that you / Real have the right or have

been granted the right by the owner of the material to use and publish the material throughout Real's organization. You agree not to submit materials to the Service that infringe, misappropriate or violate any third party rights, including intellectual property rights. You should assume that all materials made available on the Service are protected by copyright law. By uploading any information or materials to the Service, you grant to Real a perpetual, irrevocable, royalty-free, fully-paid, nonexclusive, worldwide license, with no duty to account to you for unrestricted use for any purpose, including without limitation the right to sublicense or otherwise authorize, implicitly or explicitly, third parties to exercise any or all such rights. You grant to Real all rights to publish or refrain from publishing your name in connection with the information you provided on the Service. You waive all moral rights you may have in such content in favour/favor of Real and anyone acting with Real's authority.

**2.16. Compliance with Laws and Regulations.** Users assume all knowledge of applicable law and are responsible for compliance with any such laws. Users may not use the Service in any way that violates applicable state, federal, provincial, or international laws, regulations, government requirements or Real policies and procedures.

Real encourages the users of the Service to express themselves and their point of view through the Service. Just to be clear, there is certain content that is inappropriate for the Service, including but not limited to content which is deemed at Real's sole discretion to be:

- Libelous, defamatory, derogatory, demeaning, malicious, abusive, offensive, or hateful towards any individual or group (including clients or competitors);
- Obscene, profane, pornographic, or sexually explicit;
- Depicting graphic or gratuitous violence;
- Making threats of any kind or intimidating, harassing, bullying or showing disrespect for anyone;
- Violating the intellectual property, privacy or publicity rights



of another; or

- Violating your agreement with Real or any Company policy.

### **3. Artificial Access**

You may not access, extract, copy, or download any information contained in the Service through artificial tools or means, including but not limited to web/data scraping, harvesting, fetching, extracting and crawler.

### **4. Consequences of Violations**

Misuse of the Service and/or violation of these Terms of Use, as determined by Real in its sole discretion, may result in removal of a

post, termination of access to the Service, and/or disciplinary action, including in appropriate cases, suspension or termination of your employment or independent contractor agreement with Real, as applicable, according to Company policy.

## **5. Warranties and Disclaimers**

Real makes no representations or warranties about the Services, including relating to merchantability, quality, accuracy, or reliability. You acknowledge that Real has no control over and no duty to take action regarding the effects that the information or material available to you through the Service may have on you; how you may interpret the information available on the Service; and what actions you may take or not take as a result of having been exposed to the information available through the Service. You (“Releasor”) release Real, its affiliates, and related entities, and their respective officers, directors, employees, contractors, agents, insurers, reinsurers, and attorneys (together, “Releasees”) from all liability, to the extent permitted by law in your jurisdiction, for your having acquired or not acquired information through the Services. Real makes no representations concerning any content contained in or accessed through the Service and will not be responsible or liable for the accuracy, legality, decency or intellectual property rights compliance of any material or information accessed through the Service.

You access and use the Service at your own risk and Releasees will not be liable for any losses or damages arising out of or relating to your use, or non-use, of the Service, including but not limited to lost profits, data loss or damage, special, consequential, direct or indirect, compensatory or incidental, to the extent permitted by law in your jurisdiction, including losses caused or alleged to have been caused by or in connection with your reliance on information available through the Service. This section applies to any losses or damages, including losses resulting from negligence or omission by Real.

The Services are available to you for informational purposes only. The information available through the Service is not intended to be a substitute for professional advice, including advice relating to legal, health, business, finance, or any other issues.

## **6. Indemnity**

You agree to indemnify, defend, and hold harmless Releasees against all losses, expenses, damages, costs, and liabilities, including attorney fees, due to or arising out of your use of the Services. Real shall retain the right to control the litigation, claim or dispute, including the choice of counsel and absolute right to settlement.

## **7. Modification of Terms of Use**

Real reserves the right to update or modify the Terms of Use at any time without prior notice, other than as

required by law. Where required by law, or at our discretion, we will send a message to you via the Service (or through other contact information at our discretion) associated with your account, setting out the changes, and the effective date of the amendment, at least thirty (30) days in advance of the change. If you do not agree with any modification, then you may terminate your access. Your continued use of any portion of the Service following any such change constitutes your agreement to follow and be bound by the Terms of Use as changed. You should review these Terms of Use whenever you use the Service, which may be found at any time on the Service, and REAL will provide you with a copy of the Terms of Use upon written request.

#### **8. Notice for California Users**

Pursuant to California Civil Code Section 1789.3 to the extent applicable, the Services are provided by Real Broker, LLC, 39899 Balentine Dr, Suite 200, Newark, CA 94560, and any question, concerns, complaints, or inquiries about REAL must be sent to our agent for notice to: [support@therealbrokerage.com](mailto:support@therealbrokerage.com).

Lastly, California users are also entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

## 9. Zoom's Terms and Policies.

Zoom's [terms and policies](#) also apply to your use of the Service.

## 10. Privacy Policy

Real's Privacy Policy also applies to your use of the Service, which is referenced in your independent contractor agreement as applicable and also found on the URL for Real's external websites such as <https://joinreal.com/page/legal>.

## 11. Copyright Notice and Takedown

Real will respond expeditiously to copyright infringement claims on the Service if submitted to Real's Copyright Agent as described below. Upon receipt of a notice alleging copyright infringement, Real will take whatever action it deems appropriate within its sole discretion. If you believe that your intellectual property rights have been violated by Real or by anyone who has submitted materials to the Service, please provide the following information to Real's designated Copyright Agent listed below:

- A description of the copyrighted work or other intellectual property that you claim has been infringed;
- A description of where the material that you claim is infringing is located on the Service;
- Your address, telephone number, and e-mail address where REAL can contact you

and, if different, an e-mail address where the alleged infringing party, if not REAL, can contact you;

- A statement that you have a good-faith belief that the use is not authorized by the copyright owner or other intellectual property rights owner, by its agent, or by law;
- A statement by you under penalty of perjury that the information in your notice is accurate and that you are the copyright or intellectual property owner or are authorized to act on the owner's behalf;
- Your electronic or physical signature

Real may request additional information before removing any allegedly infringing material. In the event REAL removes the allegedly infringing materials, Real will promptly notify the person responsible for posting such materials that Real removed or disabled access to the materials.

Real may also provide the responsible person with your name and e-mail address so that the person may respond to your allegations.

Real reserves the right to terminate, limit or suspend any user's access to the Service in the event of infringing activity. If you believe that a user of this Service is a repeat infringer, please follow the above instructions to contact REAL's Copyright Agent. Please include sufficient information to assist REAL in determining that

the user is engaged in infringing activity.

REAL registered a designated agent with the Copyright Office pursuant to 17 U.S.C. 512(c). REAL's designated Copyright Agent is:

Alix Lumpkin, Real Broker, LLC  
477 Madison Ave., Ste 636  
New York, New York 10022  
917-428-8617  
alix@therealbrokerage.com

## **12. Entire Agreement**

These Terms of Use and other agreements, rules, and policies referenced herein, including without limitation, all Company policies, and your independent contractor agreement including addenda, between you and Real or any of its related entities constitutes the entire agreement between you and Real relating to your use of the Service. You may have obligations to third-parties, and you represent and warrant that the third-party agreements do not interfere with your obligations and duties under these Terms of Use.

## **13. Reporting**

If you have any questions concerning these Terms of Use or a concern that any person is violating these Terms of Use, please contact our team using Leo or the appropriate contact as set forth in your independent contractor agreement including addenda or company policy.

