

Terms of Service

Version 1.0

Last Modified 10/29/2026

These Terms require you to resolve disputes through binding, individual arbitration instead of in court. Arbitrating a dispute means there is no judge or jury. You also agree not to bring or participate in a class action. Please read the arbitration provision below carefully.

Introduction

Thank you for using filepace.com and all related apps and services (the “**Services**”). These Terms of Service (the “**Terms**”) govern your use of the Services and are effective as of the Last Modified date above.

Who’s Who

All references to “you” and similar words mean the individual using the Services. If you are using the Services on behalf of a business entity, “you” means both you and that business entity. All references to “us,” “we,” “our,” and similar words mean FilePace LLC, a Colorado limited liability company.

Acceptance

By using the Services, you agree to these Terms and to the other policies referenced in them. If you are using the Services on behalf of a business entity, then you represent that you are authorized to bind that business entity, and you agree to these Terms on behalf of both you and that business entity.

If you do not agree to these Terms, then you may not use the Services.

Eligibility

You may not use the Services if you are under 13. If you are under 18 (or the age of majority where you live), then you may only use the Services under the supervision of a parent or legal guardian.

You represent that you have the legal capacity to enter into these Terms. If you are using the Services on behalf of a business entity, then that entity represents the same.

Promotional Offers

We may offer free or promotional access to the Services, including promotional Subscriptions, in our sole discretion. We may end a promotional offer at any time.

Accounts

We may allow you to create an account (or we may create one for you) to use the Services. If you create an account, then you must provide accurate and current information during the account setup process and you must keep that information up to date. We may limit your access to the Services until we are able to verify your account information.

You must keep your account credentials confidential. You may share your account credentials with a transaction coordinator or assistant who works for you or on your behalf (an “Authorized Assistant”), solely so that the Authorized Assistant can use the Services on your behalf. Otherwise, you may not allow anyone else, including other users, agents, bots, or artificial intelligence (AI), to use your account or

access the Services through your account. You are responsible for ensuring that each Authorized Assistant complies with these Terms, and you are responsible for all activity that occurs under your account, whether or not you authorized it, including all activity by any Authorized Assistant. If you become aware of any unauthorized access to your account, then you must notify us promptly using the contact information below.

If you are a real estate agent using the Services, you may invite your clients and other participants in a transaction (such as buyers, sellers, appraisers, bankers, and others) to view that transaction through the Services. Anyone you invite is subject to these Terms by using the Services. You are responsible for deciding whom to invite, for the information you make available to them, and for their use of the Services in connection with your invitation. We are not responsible for whom you invite or for what an invitee does with information you share with them.

Acceptable Use

You may not use the Services to do any of the following:

- Violate any law or the rights of any other person or entity.
- Impersonate any person or entity or misrepresent your affiliation with any person or entity.
- Upload or transmit any virus, malware, or other harmful code.
- Use any bot, scraper, artificial intelligence (AI), or other automated method to access the Services, except as we expressly permit.
- Attempt to gain unauthorized access to the Services, other users' accounts, or any systems or networks connected to the Services.
- Reverse engineer, decompile, or disassemble any part of the Services, except to the extent applicable law prohibits this restriction.
- Interfere with or disrupt the Services or any servers or networks connected to the Services.
- Use the Services to send unsolicited advertising, spam, or bulk communications.
- Resell, sublicense, or otherwise make the Services available to any third party, except as these Terms expressly permit.
- Submit sensitive personal data, such as Social Security numbers or other government-issued ID numbers, financial account or payment card numbers, or health information.
- Submit information about any other person unless you have the right and authority to do so.

You represent that your use of the Services will comply with all applicable laws.

User Content

You may submit information to the Services, such as dates, milestones, deadlines, and notes about them, and contact, property, and transaction details (such as names, email addresses, phone numbers, property addresses, tax records, square footage, list prices, and contract prices) about you, your clients, buyers, sellers, and third parties such as mortgage brokers ("**Your Content**"). You represent that you own Your Content or otherwise have the rights necessary to submit it. If Your Content includes information about any other person, then you also represent that you have the right and authority (including by giving any required notices and obtaining any required consents) to submit that information to the Services and to share it through the Services with the participants in the applicable transaction, and that doing so does not breach any confidentiality obligation, contract, brokerage policy, or multiple listing service (MLS) rule that applies to you. You also represent that Your Content does not violate any law or infringe any third party's rights.

You grant us a perpetual, irrevocable, worldwide, non-exclusive, royalty-free license to host, store, use, reproduce, modify, and display Your Content, including the right to sublicense those rights to our service providers, to operate, provide, and improve the Services and as described in our Privacy Policy. We may also aggregate or de-identify Your Content and data about your use of the Services to create Anonymous Data (as defined in our Privacy Policy), which we own and may use, disclose, publish, share, license, and sell for any purpose not prohibited by applicable law, without any obligation or compensation to you, including the metrics described in our Privacy Policy.

Within the Services, Your Content is visible only to the participants in the transaction it relates to, meaning the agent for that transaction and the clients and other people the agent invites to view it. We do not make Your Content visible to other agents or other users of the Services. This does not limit our other uses and disclosures described in these Terms and our Privacy Policy, including our use of Anonymous Data and disclosures in connection with business transfers. We are not responsible for how those participants use or share Your Content once it is visible to them.

You may delete Your Content at any time. We have no obligation to delete Your Content, remove it from display, or delete any copies of it, except as required by law. We may remove any content that violates these Terms or that we believe creates liability for us, without notice to you.

Feedback

You may give us feedback, suggestions, or ideas about the Services. You grant us a perpetual, irrevocable, worldwide, royalty-free license to use that feedback for any purpose, without any obligation or compensation to you.

Intellectual Property

Our Property Rights

The Services, including all software, design, text, graphics, and other content we provide (excluding Your Content), are owned by us or our licensors and are protected by copyright, trademark, and other intellectual property laws. Except for the limited rights granted to you in these Terms, we reserve all rights in the Services.

License to Use the Services

We grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Services for your own personal or internal business use, subject to these Terms. This license does not give you any ownership interest in the Services.

Trademarks

Our name, logo, and any other branding we use in connection with the Services are our trademarks. You may not use them without our prior written permission.

Beta and Preview Features

We may offer features, tools, or services that are still in development, such as beta, preview, or early access features ("**Beta Features**"). Beta Features are provided for testing purposes and may not work as intended. We may change, limit, or discontinue any Beta Feature at any time, without notice to you. We may also decide not to release a Beta Feature generally.

Beta Features are provided “as is” and without any warranty, and the disclaimers and limitations of liability in these Terms apply fully to your use of Beta Features. Your use of Beta Features is voluntary.

Modifications to the Service

We may add, change, or remove features of the Services at any time, and we may suspend or discontinue all or part of the Services at any time. We are not liable to you for any modification, suspension, or discontinuation of the Services.

If we discontinue the Services entirely, then we will provide notice to you using the contact information you provided (if reasonably possible).

Third-Party Services

The Services may contain links to, or integrate with, third-party websites, products, or services that we do not own or control (“**Third-Party Services**”). We are not responsible for the content, accuracy, or practices of any Third-Party Services, and including a link or integration does not mean we endorse it. If you use a Third-Party Service, then your use is governed by that Third-Party Service's own terms and privacy policy, not these Terms. You use any Third-Party Service at your own risk. We are not liable for any loss or damage arising from your use of, or reliance on, any Third-Party Service.

Privacy

Our [Privacy Policy](#) describes how we collect, use, and disclose your personal data, and applies to your use of the Services. By using the Services, you consent to our collection and use of your personal data as described in our Privacy Policy. You also agree that we may create, own, use, and disclose Anonymous Data as described in our Privacy Policy.

NOT PROFESSIONAL ADVICE

The Services are an organizational tool to help you track real estate transactions. We do not provide legal, real estate, brokerage, or financial advice, and nothing in the Services is that kind of advice. We are not a real estate broker, and we are not a party to any transaction you track through the Services.

Users enter the dates, deadlines, and other information in the Services, and that information may be wrong. Reminders and notifications may be inaccurate, late, or fail to send. You must verify all dates and deadlines against the applicable contract and applicable law, and you remain responsible for meeting every deadline in your transactions.

DISCLAIMERS

The Services are provided “AS IS” and “AS AVAILABLE,” without any warranties of any kind, express or implied. To the fullest extent permitted by law, we and our affiliates, and the owners, directors, officers, managers, employees, contractors, and other representatives, of us and our affiliates (the “Protected Parties”) disclaim all warranties, including the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. The Protected Parties do not warrant that the Services will be uninterrupted, secure, or error-free, free of viruses or

other harmful components, or that any defects will be corrected. The Protected Parties do not warrant that any information provided through the Services is accurate, complete, or reliable.

The Protected Parties do not vet content submitted by users of the Services, and do not warrant that any such content is truthful, accurate, or that you have any right to use it.

Some jurisdictions do not allow the exclusion of certain warranties. If you are in such a jurisdiction, then the above exclusions apply only to the extent permitted by law.

LIMITATION OF LIABILITY

To the fullest extent permitted by law, the Protected Parties (defined above) will not be liable to you for any indirect, incidental, special, consequential, or punitive damages, including lost profits, lost revenue, or loss of data, arising out of or related to your use of the Services, even if advised of the possibility of such damages.

To the fullest extent permitted by law, the total liability of the Protected Parties to you for any claim arising out of or related to the Services or these Terms or any agreements or policies referenced in these Terms will not exceed the greater of (a) the amount you paid us in the 12 months before the claim arose, or (b) \$120.

Any claim arising out of or related to the Services or these Terms or any agreements or policies referenced in these Terms must be brought within one year after the claim arose, or it will be permanently barred.

The limitations in this section apply regardless of the legal theory on which a claim is based, including contract, tort, or any other theory, and will apply even if a remedy fails of its essential purpose.

Some jurisdictions do not allow the exclusion or limitation of certain damages. If you are in such a jurisdiction, then the above limitations apply only to the extent permitted by law.

Indemnification

You will indemnify the Protected Parties against all expenses, liabilities, judgments, and damages, including reasonable attorneys' fees and costs, arising out of or related to (a) your use of the Services, (b) your violation of these Terms or any agreements or policies referenced in these Terms, (c) Your Content, including any claim by a client or other person whose information you submitted to or shared through the Services, or (d) your violation of any law or the rights of any third party.

If a claim covered by this section is brought against a Protected Party, then we may assume control of the defense of that claim, at your expense. You will cooperate with our defense of the claim. You may not settle the claim without our prior written consent.

The Protected Parties have no obligation to indemnify or defend you, or your owners, directors, officers, managers, employees, contractors, or other representatives (the **"User Parties"**), against any claim arising out of your use of the Services. Any statutory duty we may otherwise have to indemnify or defend a User Party is disclaimed to the fullest extent permitted by law.

Term and Termination

These Terms remain in effect while you use the Services. You may stop using the Services and close your account at any time.

We may suspend or terminate your access to the Services, or your account, at any time, for any reason, including if you violate these Terms. Where practical, we will provide notice before terminating your account for reasons other than a violation of these Terms or a legal requirement.

If we believe your account has been compromised, then we may suspend or disable it without prior notice.

If your account is closed or terminated, then you will lose access to Your Content, and the clients and other people you invited will lose access to the transactions in your account. We may delete Your Content after your account ends, but we may keep copies as required by law, in our backups, or as described in our Privacy Policy.

The following sections survive termination of your account or these Terms: User Content, Not Professional Advice, Feedback, Intellectual Property, Beta and Preview Features, Third-Party Services, Privacy, Disclaimers, Limitation of Liability, Indemnification, Dispute Resolution, and General Provisions, along with any other provision that by its nature should survive.

Dispute Resolution

Arbitration

You and we agree to resolve any dispute arising out of or related to the Services or these Terms or any agreements or policies referenced in these Terms, through binding, individual arbitration, rather than in court, except as stated in this section. Arbitration means there is no judge or jury. You and we agree not to bring or participate in a class action, collective action, or representative proceeding against the other. The arbitrator may not consolidate claims by more than one person and may not preside over any form of a class or representative proceeding.

Before starting arbitration, you must send a written notice of the dispute to our Registered Agent in Colorado describing the dispute and the relief you are seeking. If you and we cannot resolve the dispute within 30 days after we receive that notice, then either party may begin arbitration.

The arbitration will be conducted by a single arbitrator in accordance with the American Arbitration Association's rules then in effect, except that the arbitration does not need to be administered by the American Arbitration Association. If you and we cannot agree on an arbitrator within 30 days after arbitration begins, then either party may ask a court of competent jurisdiction to appoint an arbitrator. The arbitration will take place in Boulder County, Colorado, or virtually if you and we agree.

Notwithstanding the agreement to arbitrate above, either party may bring a claim in small claims court, and either party may seek injunctive or other equitable relief in court to prevent unauthorized use or abuse of the Services or infringement of intellectual property rights, without first engaging in arbitration.

This agreement to arbitrate is governed by the Federal Arbitration Act. If any part of this section is found unenforceable, then the rest of this section remains in effect, except that if the prohibition on class or representative proceedings is found unenforceable as to a particular claim or request for relief, then that claim or request for relief may proceed in court on an individual basis, and all other claims remain subject to arbitration. If a dispute proceeds in court because it is not subject to arbitration under this section, you and we each waive the right to a jury trial for that dispute.

General Provisions

Support

Except as we otherwise agree in a signed written document, we have no obligation to provide customer support in connection with your use of the Services.

Governing Law and Venue

Your use of the Services and Terms and all agreements and policies referenced in these Terms are governed by Colorado law excluding its conflict of law principles. Except as provided in the Dispute Resolution provision above, any dispute not subject to arbitration must be brought exclusively in the state courts located in Boulder County, Colorado or in the U.S. District Court having jurisdiction over that county, and you consent to personal jurisdiction in those courts.

Entire Agreement

These Terms, together with any agreements or policies referenced in these Terms, constitute the entire agreement between you and us regarding the Services, and supersede any prior agreements or discussions, whether oral or written about the same subject matter.

Severability

Each provision in these Terms will be treated as separate and independent of the other provisions. Accordingly, if a court of competent jurisdiction declares a provision unenforceable, then the provision will be limited to the minimum extent necessary so that it remains enforceable. If such amendment is not possible, then the unenforceable provision will be deemed removed from these Terms, but the remaining provisions will remain in full force.

Waiver

If we fail to or delay in exercising any right or remedy under these Terms or any agreements or policies referenced in these Terms, that failure or delay is not a waiver of that right or remedy. If we waive a breach of these Terms or any agreements or policies referenced in these Terms, that waiver does not waive any later breach. A waiver by us is only effective if it is in writing and signed by us.

Assignment

You may not assign or transfer your rights or obligations under these Terms or any agreements or policies referenced in these Terms without our prior written consent. We may assign or transfer our rights and obligations under these Terms or any agreements or policies referenced in these Terms at any time, including to an affiliate or in connection with any merger, acquisition, financing, reorganization, sale of all or part of our assets or equity, bankruptcy, or similar transaction, without your consent.

Amendments

We may amend these Terms at any time. Non-material amendments take effect once we post the updated Terms on the Services. If we make a material amendment, then we will give you at least 30 days' notice before the amendment takes effect, by posting the updated Terms on the Services or by sending you notice, including by email. Your continued use of the Services after an amendment takes effect means you accept the amended Terms.

Contact

Unless otherwise required by these Terms or by law, you may contact us at info@filepace.com.