

# SOFTWARE-AS-A-SERVICE (SaaS)

## TERMS OF SERVICE

OneEstateOS Platform

Effective Date: June 1, 2026 | Version 1.0

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### INTRODUCTION

These Terms of Service ("Terms") constitute a legally binding agreement between One Estate, Inc. ("Provider," "OneEstateOS," "we," "our," or "us") and the individual or entity accessing or using the OneEstateOS software-as-a-service platform ("Customer," "you," or "your"). These Terms govern all access to and use of the OneEstateOS platform, including all vaults, dashboards, service suites, APIs, and associated applications (collectively, the "Service").

By clicking "Accept," authenticating via Google OAuth, or otherwise accessing the Service, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree, you may not access or use the Service.

These Terms apply to all users of the Service, including individual asset owners, entity administrators, fund operators, and any authorized collaborators granted access under a Customer account.

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### 1. DEFINITIONS

**"Service"** means the OneEstateOS cloud-based platform, including all Asset Vaults, Entity Vaults, Service Suites, APIs, dashboards, document intelligence features, and associated applications.

**"Customer Data"** means all documents, data, metadata, and content submitted, uploaded, or transmitted by Customer or its Authorized Users to the Service.

**"Authorized User"** means any individual granted access to the Service under Customer's account, including the account holder, collaborators, and any third parties expressly invited by Customer.

**"Vault"** means a dedicated document and data container created within the Service, either an Asset Vault associated with a real property or an Entity Vault associated with a legal entity.

**"Service Suite"** means a purpose-built workflow module within the platform, including the Acquisition Management Suite, Asset Management Suite, Entity Management Suite, and Fund & Capital Suite.

**"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with a party, where 'control' means ownership of more than fifty percent (50%) of the voting interests or the ability to direct management and policies.

**"Confidential Information"** means any non-public information disclosed by one party to the other that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and circumstances of disclosure.

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## **2. LICENSE GRANT**

Subject to Customer's compliance with these Terms, OneEstateOS grants Customer a limited, non-exclusive, non-transferable, revocable license to access and use the Service solely for Customer's lawful internal real estate and business operations during the applicable subscription term.

Customer may not:

- (a) resell, sublicense, or provide access to the Service to any third party except as expressly permitted through the Authorized User and collaborator features of the platform;
- (b) use the Service to build a competing product or service;
- (c) reverse-engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Service; or
- (d) remove or obscure any proprietary notices or labels on the Service.

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## **3. ACCOUNT REGISTRATION AND AUTHENTICATION**

The Service uses Google OAuth 2.0 as its sole authentication method for Version 1.0. No separate username or password is created within the OneEstateOS platform. By authenticating via Google, Customer authorizes OneEstateOS to receive and store Customer's name and email address as provided by Google's identity service.

Customer is responsible for:

- (a) maintaining the security and confidentiality of the Google account used to access the Service, including enabling two-factor authentication on that Google account;
- (b) immediately notifying OneEstateOS at [compliance@oneestateos.com](mailto:compliance@oneestateos.com) if Customer believes their Google account has been compromised or if any unauthorized person has accessed their OneEstateOS account;
- (c) ensuring that all Authorized Users added to Customer's Vaults comply with these Terms and the Acceptable Use Policy;
- (d) restricting collaborator access to only those individuals who have a legitimate business need to access specific Vaults; and
- (e) immediately revoking access for any Authorized User who no longer requires it or whose authorization has been terminated.

Customer is solely responsible for all activity that occurs under its account and all Vaults associated with it, regardless of whether such activity was authorized by Customer.

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## **4. DATA OWNERSHIP, PROCESSING, AND PRIVACY**

### **4.1 Customer Data Ownership**

Customer retains full ownership of all Customer Data. Nothing in these Terms transfers any intellectual property rights in Customer Data to OneEstateOS. Customer represents and warrants that it has all necessary rights, licenses, and permissions to upload Customer Data to the Service.

#### **4.2 OneEstateOS License to Process Customer Data**

Customer grants OneEstateOS a limited, non-exclusive license to store, process, and use Customer Data solely to: (a) provide, operate, and improve the Service; (b) generate intelligence reports and workflow outputs requested by Customer; and (c) diagnose and resolve technical issues. OneEstateOS will not sell, rent, or share Customer Data with third parties for their independent marketing or commercial purposes.

OneEstateOS may create and use anonymized, de-identified, and aggregated data derived from Customer Data for platform analytics, benchmarking, and service enhancement, provided such data cannot reasonably be used to identify Customer or any individual.

#### **4.3 Privacy and Applicable Law**

All data handling by OneEstateOS shall comply with applicable U.S. federal and state privacy laws, including the California Consumer Privacy Act (CCPA) and California Privacy Rights Act (CPRA) where applicable. OneEstateOS's collection and use of personal information is further described in the OneEstateOS Privacy Policy, available at [oneestateos.com/privacy](https://oneestateos.com/privacy), which is incorporated herein by reference.

#### **4.4 Data Breach Notification**

In the event of a confirmed security breach that has or is reasonably likely to have compromised Customer Data, OneEstateOS shall notify Customer without undue delay and in any event within seventy-two (72) hours of becoming aware of the breach, to the extent practicable. Such notification shall include the nature of the breach, categories of data affected, and steps OneEstateOS is taking to address the breach. Customer shall promptly notify OneEstateOS of any suspected or actual security incidents involving the Service or Customer's account.

#### **4.5 Subprocessors and Cloud Infrastructure**

Customer consents to the storage and processing of Customer Data in secure cloud environments operated by vetted third-party infrastructure providers. OneEstateOS may engage third-party subprocessors to support delivery of the Service, provided such subprocessors are subject to confidentiality and data security obligations no less protective than those in these Terms.

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## **5. FEES, SUBSCRIPTIONS, AND PAYMENT**

5.1 Subscription Fees. Access to certain Service Suites and platform features requires a paid subscription. Applicable fees are defined in the subscription plan selected by Customer at the time of enrollment or in a separately executed enterprise agreement. All fees are stated and payable in U.S. Dollars.

5.2 Payment Terms. Invoices for subscription fees are due within thirty (30) days of issuance. Late payments may accrue interest at one percent (1%) per month or the maximum rate permitted by applicable law, whichever is lower.

5.3 Suspension for Non-Payment. Non-payment of undisputed fees may result in suspension of the Service following written notice and a ten (10) day cure period. Suspension does not relieve Customer of payment obligations.

5.4 Vault Data on Subscription Lapse. If a paid subscription lapses or is terminated, Customer's Vaults will be placed in read-only status for sixty (60) days, during which Customer may export all Customer Data. After such sixty (60) day period, OneEstateOS may permanently delete Customer Data and Vault records associated with the lapsed subscription. OneEstateOS will use commercially reasonable efforts to notify Customer before initiating deletion.

5.5 Taxes. Customer is responsible for all applicable taxes, levies, or duties imposed by taxing authorities on amounts payable under these Terms, excluding taxes on OneEstateOS's net income.

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## **6. ACCEPTABLE USE**

Customer's use of the Service is subject to the OneEstateOS Acceptable Use Policy ("AUP"), available at [oneestateos.com/aup](https://oneestateos.com/aup) and incorporated herein by reference. In the event of a conflict between these Terms and the AUP, these Terms shall control.

Without limiting the AUP, Customer shall not:

- (a) use the Service for any unlawful, infringing, fraudulent, or deceptive purpose;
- (b) upload documents that are forged, falsified, or materially altered without disclosure of such alteration;
- (c) attempt to circumvent, disable, or interfere with the security features of the Service; or
- (d) transmit viruses, malware, ransomware, or any other malicious or harmful code.

Violations may result in immediate suspension or termination of access at OneEstateOS's sole discretion.

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## **7. PLATFORM OUTPUTS AND NO PROFESSIONAL ADVICE DISCLAIMER**

7.1 Nature of Platform Outputs. The Service provides workflow automation, document management, data organization, and analytical tools for real estate operations. Any reports, analyses, summaries, or other outputs generated by the Service ("Platform Outputs") are provided for informational and operational purposes only.

7.2 Not Professional Advice. PLATFORM OUTPUTS DO NOT CONSTITUTE AND SHALL NOT BE CONSTRUED AS: (a) legal advice; (b) investment advice or a recommendation to buy, sell, or hold any asset; (c) a licensed real property appraisal or broker opinion of value; (d) tax advice; (e) accounting advice; or (f) any other form of regulated professional advisory service. OneEstateOS is not a licensed attorney, investment adviser, real estate broker, appraiser, or tax professional.

7.3 Customer Responsibility. Customer is solely responsible for all investment, acquisition, disposition, financing, and operational decisions made in connection with use of the Service. OneEstateOS strongly recommends that Customer consult qualified licensed professionals — including attorneys, licensed appraisers, registered investment advisers, and certified public accountants — before making any material financial or legal decision.

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## **8. SERVICE LEVELS AND SUPPORT**

OneEstateOS shall use commercially reasonable efforts to make the Service available on a continuous basis, subject to scheduled maintenance windows, emergency maintenance, and force majeure events. OneEstateOS will provide at least forty-eight (48) hours' advance notice of scheduled maintenance that is expected to cause material service interruption. Emergency maintenance may be performed without prior notice.

OneEstateOS shall not be liable for service interruptions caused by: (a) events beyond its reasonable control; (b) Customer's systems, network, or third-party services; or (c) scheduled or emergency maintenance. Specific uptime commitments, if any, are set forth in a separately executed Service Level Agreement.

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## **9. BETA AND PREVIEW FEATURES**

OneEstateOS may make certain features or modules available as beta, pilot, or preview functionality ("Beta Features"). Beta Features are designated as such within the Service interface. Beta Features are provided AS IS without warranty, service level commitments, or guaranteed data retention, and may be modified, suspended, or discontinued at any time without liability. Customer Data stored within Beta Features may not be recoverable if the feature is discontinued. Customer should not use Beta Features for production-critical operations.

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## **10. INTELLECTUAL PROPERTY RIGHTS**

The Service and all associated intellectual property — including software, algorithms, report templates, workflow logic, interface designs, trademarks, and trade secrets — are the exclusive property of One Estate, Inc. and its licensors. No rights are granted to Customer other than the limited license expressly set forth in Section 2.

Customer grants OneEstateOS a limited license to use Customer's name and logo solely to identify Customer as a user of the Service in internal records and, subject to Section 16 (Publicity), in promotional materials. Customer may opt out of promotional use as provided in Section 16.

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## **11. CONFIDENTIALITY**

Each party agrees to hold in strict confidence all Confidential Information of the other party and not to disclose such information to any third party without prior written consent, using at minimum the same

degree of care used to protect its own confidential information, but not less than reasonable care. Each party may disclose Confidential Information to its employees, contractors, and advisors who have a need to know and are bound by confidentiality obligations no less protective than those herein.

Confidentiality obligations do not apply to information that: (a) is or becomes publicly available through no fault of the receiving party; (b) was rightfully known to the receiving party prior to disclosure without restriction; (c) is independently developed without use of the Confidential Information; or (d) is required to be disclosed by law or court order, provided the receiving party gives prompt written notice to allow the disclosing party to seek a protective order.

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## **12. DISCLAIMER OF WARRANTIES**

**THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ONEESTATEOS EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. ONEESTATEOS DOES NOT WARRANT THAT: (A) THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE; (B) DEFECTS WILL BE CORRECTED; (C) THE SERVICE OR THE SERVERS THAT MAKE IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (D) PLATFORM OUTPUTS WILL BE ACCURATE, COMPLETE, OR SUITABLE FOR ANY PARTICULAR PURPOSE.**

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## **13. LIMITATION OF LIABILITY**

**IN NO EVENT SHALL ONEESTATEOS OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, OR THE COST OF SUBSTITUTE SERVICES, ARISING OUT OF OR RELATED TO THESE TERMS OR THE USE OR INABILITY TO USE THE SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**ONEESTATEOS'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICE SHALL NOT EXCEED THE GREATER OF: (A) THE TOTAL FEES PAID BY CUSTOMER TO ONEESTATEOS IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY; OR (B) FIVE THOUSAND U.S. DOLLARS (\$5,000).**

Some jurisdictions do not allow the exclusion or limitation of certain damages. In such jurisdictions, the above limitations apply to the fullest extent permitted by applicable law.

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## **14. TERM AND TERMINATION**

14.1 Term. These Terms remain in effect from the date Customer first accepts them until terminated by either party in accordance with this Section.

14.2 Termination by Either Party. Either party may terminate these Terms for any reason upon thirty (30) days' written notice to the other party.

14.3 Termination for Cause. OneEstateOS may terminate these Terms immediately upon written notice if: (a) Customer materially breaches these Terms or the AUP and fails to cure such breach within ten (10) days of written notice; (b) Customer becomes insolvent or makes an assignment for the benefit of creditors; or (c) Customer's use of the Service poses a security risk to the platform or other customers.

14.4 Effect of Termination. Upon termination for any reason: (a) Customer's right to access and use the Service immediately ceases; (b) OneEstateOS will provide Customer with a sixty (60) day period to export all Customer Data from the Service; (c) after such sixty (60) day period, OneEstateOS may permanently delete all Customer Data and Vault records, with no obligation to maintain or provide such data thereafter. Sections 4.1, 10, 11, 12, 13, 15, 16, and 17 survive termination.

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## **15. COMPLIANCE AND REGULATORY STATUS**

OneEstateOS operates solely as a software-as-a-service technology vendor. OneEstateOS does not:

- (a) engage in broker-dealer, investment advisory, or financial intermediary activities;
- (b) provide real property appraisal services or broker opinions of value;
- (c) provide legal, tax, or accounting advice; or
- (d) accept, hold, or transmit customer funds or investor capital.

All investment decisions, financial transactions, legal filings, and professional advisory functions related to Customer's real estate operations remain solely with Customer and its duly licensed advisors, independent of the Service.

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## **16. INDEMNIFICATION**

Customer agrees to indemnify, defend, and hold harmless OneEstateOS, its Affiliates, officers, directors, employees, and agents from and against any third-party claims, losses, damages, liabilities, and expenses (including reasonable attorneys' fees) arising from or related to: (a) Customer's breach of these Terms or the AUP; (b) Customer Data, including any allegation that Customer Data infringes any third-party intellectual property, privacy, or other rights; (c) Customer's violation of any applicable law or regulation; or (d) any dispute between Customer and any Authorized User or third party arising from Customer's use of the Service.

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## **17. GOVERNING LAW, ARBITRATION, AND DISPUTE RESOLUTION**

17.1 Governing Law. These Terms are governed by and construed under the laws of the State of Delaware, without regard to its conflicts of law principles.

17.2 Binding Arbitration. Any dispute, claim, or controversy arising out of or relating to these Terms or the Service shall be resolved by binding arbitration administered by JAMS in Wilmington, Delaware, under its Streamlined Arbitration Rules and Procedures, except as provided in Section 17.3 below. The arbitrator's award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

17.3 Exceptions. Either party may seek injunctive or other equitable relief in the state or federal courts of New Castle County, Delaware for actual or threatened breach of intellectual property rights or confidentiality obligations, without the requirement to first arbitrate.

17.4 Class Action Waiver. EACH PARTY WAIVES ANY RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION RELATED TO THESE TERMS OR THE SERVICE.

17.5 Jury Trial Waiver. EACH PARTY IRREVOCABLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICE.

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## 18. GENERAL PROVISIONS

**Entire Agreement.** These Terms, together with the AUP, Privacy Policy, and any applicable subscription or enterprise agreement, constitute the entire agreement between the parties and supersede all prior and contemporaneous agreements, representations, and understandings relating to the subject matter hereof.

**Amendments.** OneEstateOS reserves the right to modify these Terms with thirty (30) days' prior written notice to Customer via email or through the Service. For modifications that materially reduce Customer's rights or materially increase Customer's obligations (Material Changes), OneEstateOS will require affirmative re-acceptance through the platform's disclosure acceptance mechanism. Continued use of the Service after the effective date of non-material changes constitutes acceptance thereof.

**Assignment.** Customer may not assign or transfer these Terms or any rights hereunder without OneEstateOS's prior written consent. OneEstateOS may freely assign these Terms in connection with a merger, acquisition, or sale of all or substantially all of its assets. Any purported assignment in violation of this section is null and void.

**Severability.** If any provision of these Terms is held invalid, illegal, or unenforceable, that provision shall be reformed to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.

**Waiver.** No failure or delay by either party in exercising any right under these Terms constitutes a waiver of that right. No waiver of any breach constitutes a waiver of any subsequent or other breach.

**Notices.** All legal notices under these Terms must be in writing and delivered by email to [compliance@oneestateos.com](mailto:compliance@oneestateos.com) (for notices to OneEstateOS) or to the email address associated with Customer's account (for notices to Customer). Email notices are deemed effective twenty-four (24) hours after sending if no delivery failure notification is received. Notices may also be sent by certified U.S. mail to the address in Section 19.

**Publicity.** OneEstateOS may identify Customer as a user of the Service and use Customer's name in promotional materials, customer lists, and case studies. Customer may opt out of such use at any time by sending written notice to [compliance@oneestateos.com](mailto:compliance@oneestateos.com) or by toggling the applicable preference in Customer's account profile settings.

**Relationship of Parties.** The parties are independent contractors. Nothing in these Terms creates a partnership, joint venture, agency, employment, or franchise relationship.

**Export Controls.** Customer represents that it is not located in, under the control of, or a national or resident of any country subject to U.S. government embargo or sanctions, and is not on any U.S. government restricted-party list. Customer agrees not to access or use the Service in violation of any applicable U.S. export control laws or regulations.

**Third-Party Integrations.** The Service may integrate with or link to third-party services or applications. OneEstateOS is not responsible for the availability, accuracy, functionality, security, or content of any third-party services, and Customer's use of such services is solely governed by such third party's own terms and policies.

**Force Majeure.** Neither party shall be liable for delays or failures in performance resulting from causes beyond its reasonable control, including acts of God, natural disasters, cyberattacks, government actions, or failures of third-party infrastructure providers.

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## 19. CONTACT INFORMATION

One Estate, Inc.

9169 W State Street #1121

Garden City, ID 83714

Email: [compliance@oneestateos.com](mailto:compliance@oneestateos.com)

Website: [www.oneestateos.com](http://www.oneestateos.com)

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## ACCEPTANCE

By authenticating via Google OAuth and clicking "Accept" during the account creation process, Customer acknowledges that it has read, understood, and agrees to be bound by these Terms of Service. A timestamped record of this acceptance, including the document version hash, is stored in Customer's account footprint.