

DealDog CRM

Terms & Conditions of Service

Effective Date: January 2, 2025 | Version 1.1

1. Introduction & Acceptance

Welcome to DealDog CRM ("DealDog," "Platform," "we," "us," or "our"). DealDog is a customer relationship management platform designed for real estate investors, wholesalers, and bird dogs to manage deals, buyers, and facilitate network-based deal matching.

By creating an account, accessing, or using DealDog, you ("Client," "User," "you," or "your") agree to be bound by these Terms & Conditions ("Terms"). If you do not agree to these Terms, do not use the Platform.

IMPORTANT: These Terms constitute a legally binding agreement between you and DealDog CRM, operated by Reynolds Properties Group LLC. Please read them carefully.

2. Definitions

"Client" or "User": An individual or entity that has created a DealDog account and agreed to these Terms.

"Deal": A real estate investment opportunity submitted to the Platform by a Client/User or through a Client/User's intake forms.

"Buyer": An individual or entity registered in the Platform as a potential purchaser of deals, either added by a Client/User or self-registered through a Client/User's intake forms.

"Deal Originator": The Client/User who submitted the Deal into DealDog.

"Buyer Source": The Client/User whose account contains the Buyer that closes on a Deal.

"Network Match": A connection facilitated by DealDog between a Deal owned by one Client/User (Deal Originator) and a Buyer owned by a different Client/User (Buyer Source).

"Platform Fee" or "Network Fee": The \$199 USD fee charged to EACH Client/User involved in a Network Match that results in a Closed Transaction.

"BTI" or "Buyer Trust Index": A proprietary scoring system that measures buyer reliability and engagement based on response rates and transaction history.

"Closed Transaction": A completed assignment, joint venture agreement, purchase, or transfer of equitable interest in a Deal.

"Deal Submitter": Any party who submits a deal through a Client/User's intake form, which may be the Client/User themselves, another wholesaler, a property owner, or other third party.

3. Platform Description

3.1 Service Overview

DealDog provides a CRM platform with the following core features:

- Deal intake and management
- Buyer database management
- AI-powered deal underwriting and analysis
- Automated buyer-deal matching
- Network-based matching across user accounts
- Pipeline and workflow automation

3.2 DealDog is Not a Broker

DealDog is a technology platform, not a real estate broker, agent, or transaction participant. DealDog does not buy, sell, or take ownership of any property. DealDog does not guarantee deal quality, accuracy of submitted information, or transaction outcomes. All transactions are conducted directly between Users and/or Buyers.

4. User Responsibilities

4.1 Account Obligations

As a Client/User, you agree to:

- Provide accurate and complete information during registration
- Maintain the security of your account credentials
- Promptly update any changes to your account information
- Comply with all applicable laws and regulations

4.2 Deal Submission Warranties

By submitting a Deal to the Platform, you represent and warrant that:

- You have the legal right to market the property
- All information provided is accurate to the best of your knowledge
- You have not misrepresented material facts about the property
- You will honor any assignment fees or terms disclosed to Buyers

4.3 Buyer Data Responsibility

You are responsible for the accuracy of Buyer information in your account. You agree to obtain appropriate consent before adding Buyers to the Platform and to comply with all applicable privacy laws.

5. Platform Fee Policy

5.1 Network Fee Structure

DealDog charges a Platform Fee of **\$199 USD per party** ("Network Fee") under the following conditions:

The Network Fee applies when ALL of the following are true:

1. **Cross-Account Connection:** A Deal submitted by one Client/User (Deal Originator) is matched to a Buyer belonging to a different Client/User (Buyer Source) through the DealDog Network.
2. **Network-Facilitated:** The match was created through DealDog's matching system.
3. **Closed Transaction:** The matched transaction results in a completed closing, assignment, joint venture agreement, or transfer of equitable interest.

5.2 Fee Applies to BOTH Parties

IMPORTANT: When a Network Match results in a Closed Transaction, the \$199 Platform Fee is charged to BOTH Client/Users involved:

- **Deal Originator:** The Client/User who submitted the Deal pays \$199
- **Buyer Source:** The Client/User whose Buyer closed on the Deal pays \$199

Both parties benefit from the Network connection — the Deal Originator gains access to a buyer they didn't have, and the Buyer Source gains access to a deal they didn't have. Both parties pay for this value.

5.3 When No Fee Applies

No Platform Fee is charged when:

- The Deal and matched Buyer both belong to the same Client/User account
- The match does not result in a Closed Transaction
- The Buyer passes on the Deal or does not respond

5.4 Fee Payment & Reporting

The Platform Fee becomes due upon confirmation that a Network-Facilitated Deal has closed.

- Users agree to report all Deal closures within 7 calendar days of completion
- DealDog may issue automated reminders prior to enforcement actions
- The Platform Fee is non-negotiable and applies equally to all Users regardless of subscription tier, beta status, or account tenure

5.5 Verification Rights

DealDog reserves the right to independently verify Deal closure through reasonable means, including but not limited to communication records, User confirmations, Buyer confirmations, or Deal Submitter confirmations, for the purpose of enforcing Platform Fees and maintaining network integrity.

5.6 Circumvention Prohibited

Intentional circumvention of the Platform Fee through off-platform communication, failure to report closures, or other deceptive practices constitutes a material breach of these Terms and may result in:

- Immediate account suspension or termination
- Negative adjustment to Buyer Trust Index (BTI)
- Liability for unpaid fees plus collection costs

6. Buyer Trust Index (BTI) & Enforcement

6.1 BTI Overview

The Buyer Trust Index (BTI) is a proprietary scoring system that measures Buyer reliability based on response rates, engagement patterns, and transaction history. BTI scores influence matching priority and network access.

6.2 BTI Factors

BTI scores are calculated based on, but not limited to:

- Response rate to Deal teasers
- Time to respond
- Deal closure rate
- Communication quality
- Reported issues or disputes

6.3 Enforcement Actions

DealDog reserves the right to take enforcement actions including:

- Reducing match priority for low-BTI Buyers
- Restricting network access for chronic non-responders
- Suspending or terminating accounts for fraudulent behavior
- Reporting patterns to affected Users

7. Data Usage & Platform Rights

7.1 Data Processing

By using DealDog, you grant us the right to process, analyze, and utilize Deal and Buyer data for the following purposes:

- Facilitating matches between Deals and Buyers
- Calculating BTI scores
- Improving matching algorithms
- Generating platform analytics and reports
- Enforcing these Terms

7.2 Network Participation

Deals marked as "Network-Eligible" may be matched with Buyers across the DealDog Network (i.e., Buyers in other Users' accounts). You retain ownership of your Deals and Buyer relationships, but grant DealDog the right to facilitate cross-account introductions.

7.3 AI Underwriting

DealDog uses artificial intelligence to analyze and score Deals. AI-generated estimates (including ROI, cash flow projections, and match scores) are for informational purposes only and do not constitute financial advice or guarantees of accuracy.

8. Intellectual Property

All Platform software, algorithms, designs, trademarks, and documentation are the exclusive property of DealDog and Reynolds Properties Group LLC. You may not copy, modify, distribute, or reverse-engineer any part of the Platform without express written consent.

9. Disclaimer of Warranties

THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. DealDog does not warrant that:

- The Platform will be uninterrupted or error-free
- Deal or Buyer information submitted by Users is accurate
- AI estimates or match scores are accurate or reliable
- Any transaction will close or be profitable

10. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, DEALDOG AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, including but not limited to loss of profits, deals,

data, or business opportunities, arising out of or related to your use of the Platform.

DealDog's total liability for any claim arising under these Terms shall not exceed the total fees paid by you to DealDog in the twelve (12) months preceding the claim.

11. Termination

11.1 Termination by User

You may terminate your account at any time by contacting support. Outstanding Platform Fees remain due upon termination.

11.2 Termination by DealDog

DealDog may suspend or terminate your account immediately if you:

- Violate these Terms
- Engage in fraudulent activity
- Fail to pay outstanding fees
- Circumvent Platform Fee obligations
- Engage in behavior harmful to other Users or the Platform

11.3 Effect of Termination

Upon termination, your access to the Platform will cease. DealDog may retain data as required by law or for legitimate business purposes. Sections 5, 9, 10, 12, and 13 survive termination.

12. Dispute Resolution

12.1 Informal Resolution

Before initiating formal dispute resolution, you agree to contact DealDog at support@dealdogcrm.com and attempt to resolve any dispute informally for at least thirty (30) days.

12.2 Arbitration

Any dispute not resolved informally shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association. Arbitration shall take place in Maryland, USA, and judgment on the award may be entered in any court of competent jurisdiction.

12.3 Class Action Waiver

YOU AGREE TO RESOLVE DISPUTES ON AN INDIVIDUAL BASIS AND WAIVE ANY RIGHT TO PARTICIPATE IN CLASS ACTIONS OR CLASS ARBITRATION.

13. General Provisions

13.1 Governing Law

These Terms are governed by the laws of the State of Maryland, USA, without regard to conflict of law principles.

13.2 Entire Agreement

These Terms, together with any Privacy Policy and Platform Fee Policy, constitute the entire agreement between you and DealDog.

13.3 Modifications

DealDog may modify these Terms at any time by posting updated Terms on the Platform. Continued use after modifications constitutes acceptance. Material changes will be communicated via email or in-app notification.

13.4 Severability

If any provision of these Terms is found unenforceable, the remaining provisions shall continue in full force and effect.

13.5 Assignment

You may not assign your rights or obligations under these Terms without DealDog's prior written consent. DealDog may assign these Terms freely.

14. Contact Information

For questions about these Terms, please contact:

DealDog CRM

Operated by Reynolds Properties Group LLC

Email: support@dealdogcrm.com

Website: www.dealdogcrm.com

BY CREATING AN ACCOUNT OR USING DEALDOG, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS & CONDITIONS.