

Terms & Conditions

Effective Date: August 7, 2026

These Terms & Conditions ("Terms") govern your access to and use of the website, products, and services provided by Res-Data Intelligence, Inc. ("Company," "we," "our," or "us"), located at www.res-data.ai.

By accessing our website, purchasing our data products, or using our services, you agree to be bound by these Terms. If you do not agree to these Terms, you may not access or use our services.

1. Services Description

Res-Data Intelligence, Inc. provides real estate data intelligence, market analysis, and custom "motivated seller" lead lists. Our services include providing predictive data models based on historical outreach performance, deduplicated property records, and ongoing strategic support (collectively, the "Services").

While we use commercially reasonable efforts to ensure the accuracy and freshness of our data, we do not guarantee that any specific record will result in a successful real estate transaction or contact. The data provided is for informational and marketing purposes only.

2. Use of Data and Compliance with Laws

When you purchase or receive data from Res-Data Intelligence, Inc., you are granted a non-exclusive, non-transferable, revocable license to use the data solely for your internal business purposes (e.g., your own direct marketing or real estate acquisition efforts).

You agree to the following restrictions and obligations regarding the use of our data:

No Resale or Redistribution

You may not sell, rent, lease, sublicense, distribute, or otherwise make the data available to any third party. The data is for your direct use only.

Legal Compliance

You are solely responsible for ensuring that your use of the data, including any outreach campaigns (e.g., cold calling, SMS texting, direct mail, or email marketing), complies with all applicable local, state, and federal laws and regulations. This includes, but is not limited to:

- The Telephone Consumer Protection Act (TCPA)

- The Telemarketing Sales Rule (TSR)
- The CAN-SPAM Act
- The National Do Not Call (DNC) Registry rules
- Any state-specific telemarketing or privacy laws

Res-Data Intelligence, Inc. does not provide legal advice, and our provision of data does not constitute a guarantee that the individuals on the list have consented to be contacted. You are responsible for scrubbing lists against applicable DNC registries and obtaining necessary consents prior to initiating automated or telemarketing outreach.

3. Account and Payment Terms

Account Registration

To access certain features of our Services, you may be required to provide accurate and complete information during the onboarding process. You are responsible for maintaining the confidentiality of any account credentials and for all activities that occur under your account.

Fees and Payments

Fees for our data lists and services will be presented to you prior to purchase. By providing payment information, you authorize us (or our third-party payment processors) to charge the applicable fees. All fees are non-refundable unless otherwise explicitly stated in writing by Res-Data Intelligence, Inc.

4. Communications and Messaging

By providing your contact information and opting into our communications, you consent to receive emails, phone calls, and SMS messages from us regarding your account, our services, appointment reminders, and promotional offers.

You may opt out of SMS communications at any time by replying STOP to any message you receive from us. After sending STOP, you may receive a final confirmation message. For assistance, you can reply HELP.

Standard message and data rates may apply depending on your mobile carrier and wireless plan. Mobile carriers are not liable for delayed or undelivered messages.

5. Intellectual Property

All content on our website, including text, graphics, logos, data models, methodologies, and software, is the property of Res-Data Intelligence, Inc. or its licensors and is protected by intellectual property laws. You may not use, reproduce, or modify any of our intellectual property without our prior written consent.

6. Disclaimer of Warranties

OUR SERVICES AND DATA ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

WE DO NOT WARRANT THAT THE DATA WILL BE ERROR-FREE, COMPLETELY ACCURATE, OR THAT IT WILL MEET YOUR SPECIFIC REQUIREMENTS OR GUARANTEE ANY SPECIFIC FINANCIAL OUTCOME OR DEAL SUCCESS.

7. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL RES-DATA INTELLIGENCE, INC., ITS DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, USE, OR GOODWILL, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICES OR DATA, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY.

OUR TOTAL LIABILITY TO YOU FOR ANY CLAIMS ARISING OUT OF THESE TERMS OR YOUR USE OF THE SERVICES SHALL NOT EXCEED THE AMOUNT YOU PAID TO US FOR THE SERVICES IN THE THREE (3) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

8. Indemnification

You agree to indemnify, defend, and hold harmless Res-Data Intelligence, Inc., its affiliates, officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising from or relating to:

- Your use of the Services or data
- Your violation of these Terms
- Your violation of any applicable laws, including but not limited to telemarketing and privacy laws (e.g., TCPA)
- Any claim that your outreach or marketing campaigns violated the rights of a third party

9. Modifications to the Terms

We reserve the right to modify or update these Terms at any time. Any changes will be effective immediately upon posting the revised Terms on our website, with an updated "Effective Date." Your continued use of the Services after any such changes constitutes your acceptance of the new Terms.

10. Governing Law and Dispute Resolution

These Terms and any dispute arising out of or related to them shall be governed by and construed in accordance with the laws of the jurisdiction in which Res-Data Intelligence, Inc. is headquartered, without regard to its conflict of law principles.

Any legal action or proceeding arising under these Terms shall be brought exclusively in the appropriate courts located in that jurisdiction, and the parties hereby consent to the personal jurisdiction and venue therein.

11. Contact Us

If you have any questions or concerns about these Terms & Conditions, please contact us:

Company: Res-Data Intelligence, Inc.

Website: www.res-data.ai