

ACTIVATED REALTY TERMS OF USE AND PRIVACY NOTICE

Activated Realty (“we,” “us,” or “our”) owns and operates www.activatedrealty.com and other sites linking to this Privacy Notice and Terms of Use (individually, the “Site”, and collectively, the “Sites”). Through the Sites, Activated Realty provides various offerings, information, and resources related to the products and services available on our Sites (each a “Service” and collectively, the “Services”).

Activated Realty may change, suspend, modify, or discontinue all or any part of the Sites in its sole discretion with or without notice. Activated Realty is not liable if all or any part of a Site is, for any reason, unavailable at any time or for any period. Activated Realty reserves the right to block or deny access to any of the Sites to anyone at any time for any reason. Activated Realty is not obligated to correct or update any information or content on the Sites.

ACTIVATED REALTY TERMS OF USE

These terms of use (“Terms of Use”) are an agreement between Activated Realty and the individuals that use the Sites (“users,” “you,” or “your”). The Terms of Use govern your access to and use of the Sites. Subject to your full and ongoing compliance with these Terms of Use, Activated Realty grants you a limited and revocable right to access and use the Sites, solely for their intended purposes. If you use or access the Sites on behalf of a business or other entity, you must have authority to bind that business/entity. In such case, “you” includes the business/entity and any of its agents that use or access the Sites.

By using or accessing the Sites, you represent and warrant that you are of legal age to accept these Terms of Use and form a binding contract with Activated Realty.

We may offer multiple platforms through our Sites for accessing our Services. To use the Platforms, you must adhere to any additional terms and conditions specific to each Platform. Certain offerings may be free of charge or offered for a fee.

PLEASE READ THE TERMS OF USE CAREFULLY.

BY ACCESSING ANY PAGES ON THE SITES; CREATING AN ACCOUNT; USING ANY SERVICES; POSTING, SUBMITTING, TRANSMITTING, OR UPLOADING ANY INFORMATION OR CONTENT THROUGH THE SITES; OR USING ANY PLATFORM, YOU EXPRESSLY AGREE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS OF USE AND ANY APPLICABLE POLICIES AND DISCLAIMERS REFERENCED HEREIN OR ON THE SITES.

ACCOUNT ACCESS AND SECURITY

You may be required to register and create an account to access some content and functionality. You may be required to provide personal information, such as an email and password, to create an account.

You are responsible for maintaining the confidentiality of your account, password, and other information. By creating an account, you agree that such account is intended for your use only, and you agree not to allow any other person to access it. You agree to notify Activated Realty immediately if you become aware of any unauthorized access to or use of your account. Activated Realty may disable an account at any time in its sole discretion.

Any information you provide to Activated Realty must be correct, current, and complete. Our use of your information is governed by our Privacy Notice. By providing us with personal information, you consent to our use of such information as described in our Privacy Notice.

USER CONTENT

The Sites may allow you and others to post, submit, publish, display, or otherwise transmit various information and materials (“User Content”), including comments, reviews, and other content. Except as expressly provided in these Terms of Use or applicable policies, User Content is and will be considered non-confidential and non-proprietary. You retain ownership rights in and to your User Content, and by posting User Content to the Sites, you grant Activated Realty a license to use such content as needed to operate the Sites and Services.

You have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

RELIANCE ON POSTED INFORMATION

The Sites may include content provided by persons or entities other than Activated Realty (“third parties”). Activated Realty is not responsible for the content of any materials provided by third parties and does not warrant the accuracy, completeness, or reliability of any such information.

CONTENT STANDARDS

You agree that you will not post any User Content that:

- infringes on or violates any intellectual property rights,
- fails to comply with applicable laws,
- contains hate, abuse, offensive images or conduct, or similar content,
- is unlawful or could result in civil or criminal liability.

PROHIBITED USES

You may use the Sites only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Sites for unlawful purposes, to harm others, or to interfere with the operation or security of the Sites.

INTELLECTUAL PROPERTY RIGHTS

Activated Realty and its licensors own the Sites, including all content, features, and functionality. All rights not expressly granted are reserved by Activated Realty.

LINKING TO THE SITES AND SOCIAL MEDIA FEATURES

You may link to Activated Realty Sites, provided you do so in a way that is legal and does not damage or take advantage of the reputation of Activated Realty. You must not link to the Sites in such a way as to suggest any form of association, approval, or endorsement from Activated Realty without our express written consent.

DISCLAIMER OF WARRANTIES

The Sites and any content and services are provided on an “as is” and “as available” basis, without any warranties of any kind, either express or implied, except as expressly provided in these Terms of Use.

LIMITATION ON LIABILITY

In no event will Activated Realty or its affiliates be liable for damages of any kind arising out of or in connection with the use of the Sites, Site Contents, or Services.

INDEMNIFICATION

You agree to defend, indemnify and hold harmless Activated Realty and its affiliates from and against any claims, liabilities, damages, losses, costs, expenses, or fees arising out of or relating to your User Content and your use of the Sites.

GOVERNING LAW AND JURISDICTION

All matters relating to the Sites and these Terms of Use are governed by the laws of the State of Arizona.

ACTIVATED REALTY PRIVACY NOTICE

At Activated Realty, we value your privacy. This Privacy Notice explains how we collect and use the personal information of users of our Services (“users,” “you,” or “your”). By using our Services, you agree to the collection and use of your information as described in this Privacy Notice.

Personal information is information that identifies or could be used to identify a specific person. Personal information does not include deidentified or aggregated information.

Information You Provide to Us

- **Registration:** If you sign up for an account, register to use our Services, or sign up for updates, we may ask for basic contact information, such as your name, email address, phone number, and/or mailing address.
- **Communications:** If you contact us directly, we may collect additional information from you, such as your contact details and the content of your communication.
- **Events:** If you register for an event, we may collect information relevant to your registration.
- **User Content:** We may allow you to share content (posts, comments, reviews) which may be shared publicly through our Services.
- **Payment Information:** If you make a purchase, we may collect payment-related information to process your transaction.
- **Job Applications:** If you apply for a job, we may collect information relevant to your application.

Information We Collect Automatically

- **Device Information:** We may collect information about the devices and software you use to access our Services, such as IP address, browser type, and operating system.
- **Usage Information:** We may collect data about how you interact with our Services, including session lengths, pages viewed, and searches performed.

- **Cookies:** We may use cookies or similar technologies to enhance your experience. Most browsers allow you to manage cookies through their settings.
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How We Use the Information We Collect

We may use your information to:

- Provide, maintain, and improve our Services;
 - Understand and analyze how you use our Services and develop new features;
 - Facilitate purchases and transactions;
 - Host events;
 - Allow you to share content with other users;
 - Evaluate and process job applications;
 - Communicate with you about our Services or respond to inquiries;
 - For marketing and advertising purposes (you may opt out at any time via the unsubscribe link in emails);
 - Detect and prevent fraud or address safety concerns;
 - Comply with applicable laws or enforce our Terms of Use.
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Agrrment to Opt-in and Opt-out

By providing your contact information through our website, property search tools, or marketing forms, you consent (opt-in) to receive communications from Activated Realty, including SMS messages, emails, or phone calls about your real estate inquiry or related services. You agree to be contacted by Activated Realty PLLC via call, email, and text for real estate services. To opt out, you can reply 'stop' at any time or reply 'help' for assistance. You can also click the unsubscribe link in the emails. Message and data rates may apply. Message frequency may vary. Data will not be shared with third parties for promotional or marketing purposes.

Security

We make reasonable efforts to protect your information using appropriate safeguards. However, no information system can be 100% secure, so we cannot guarantee absolute security.

Children's Privacy

We do not knowingly collect or maintain information from children under 13, and our Services are not directed to children. If you learn that a child has provided us with information, please contact us at info@activatedrealty.com.

International Visitors

Our Services are intended for users located in the United States. If you use our Services from outside the United States, you do so on your own initiative and consent to the processing of your information in the U.S.

Changes to this Privacy Notice

We may update this Privacy Notice from time to time. Any changes will be posted on this page, and the revised version will be effective when posted.

Contact Us

For any questions or concerns about this Privacy Notice or our data practices, please contact us at:

info@activatedrealty.com

N Scottsdale Rd, Scottsdale, AZ, USA

Last updated: June 07, 2025