

FOUNDRE PRIVACY POLICY

Version 1.0 Effective Date: October 1, 2026

FoundRE, LLC (“FoundRE,” “we,” “us,” or “our”) respects the privacy of the people and organizations that visit our website, create or use FoundRE accounts, communicate with us, or otherwise interact with the FoundRE software-as-a-service platform (collectively, the “Services”). This Privacy Policy explains the categories of information we collect, how we use and disclose it, the choices available to you, and how to contact us.

This Policy should be read together with the FoundRE Terms of Service. Where a customer organization provides information about its agents, employees, contractors, team members, clients, transactions, or business activity through FoundRE, that organization may control certain decisions about that information. FoundRE processes such information to provide and operate the Services.

1. INFORMATION WE COLLECT

1.1 Account and Profile Information. We may collect information you provide when creating or managing an account, such as name, business email address, business or organization name, role, account permissions, and other profile or account information.

1.2 Customer Business Data. Customers and Users may provide business information through the Services, including real estate business activity, goals, appointments, agency relationships, pipeline information, production information, lead-source information, team or organizational information, and other operational data supported by FoundRE.

1.3 Information About Other People. Customer Business Data may contain information relating to agents, employees, contractors, team members, clients, leads, or other individuals. Customers are responsible for having appropriate authority to provide this information to FoundRE.

1.4 Payment and Subscription Information. When paid subscriptions are offered, we may collect subscription status, plan or user tier, billing history, payment status, customer and subscription identifiers from our payment processor, and related transaction information. Payment-card information is collected and processed by our payment processor (currently Stripe) and is not stored by FoundRE as full card numbers.

1.5 Communications. We collect information you provide when you contact FoundRE, request a demo, request support, submit feedback, communicate with sales, or otherwise correspond with us.

1.6 Technical and Usage Information. When you use the Services, we may automatically receive information such as IP address, browser and device information, operating system, timestamps, pages or features accessed, authentication events, error information, and other usage or diagnostic information needed to operate, secure, understand, and improve the Services.

1.7 Cookies and Similar Technologies. Our website and platform use cookies and similar technologies as needed to operate the Services—for example, to keep you signed in, maintain session security, and support core site and application functions. We also use analytics technologies to understand site and product usage at an aggregate level. These analytics are not used to track individual User actions for advertising, are not used to sell advertising, and FoundRE does not sell analytics or usage data to third parties as a standalone data product.

1.8 Integrations and Imported Data. If a Customer authorizes FoundRE to connect with or receive data from another service, FoundRE may receive the information necessary to provide that integration or import. The exact integrations offered by FoundRE may change over time.

2. HOW WE USE INFORMATION

We may use information we collect to:

- provide, operate, maintain, authenticate, and secure the Services;
- create and administer Customer and User accounts;
- display, organize, calculate, analyze, and report Customer Business Data through functionality made available in FoundRE;
- provide customer support and respond to questions, demo requests, and other communications;
- administer subscriptions, billing, payments, and account status;
- monitor reliability, troubleshoot errors, prevent fraud or abuse, and protect FoundRE, customers, and Users;
- understand how the Services are used and improve product functionality, usability, and performance;
- develop aggregated and de-identified statistics, benchmarks, trends, averages, and analytical insights as described below;
- send service-related notices and, where permitted, product, educational, sales, or marketing communications;
- comply with applicable law, legal process, contractual obligations, and enforce our Terms of Service;
- protect the rights, safety, property, and integrity of FoundRE and others.

3. CUSTOMER DATA AND CUSTOMER RESPONSIBILITIES

3.1 Customer Ownership. As between FoundRE and the Customer, the Customer retains ownership of its identifiable Customer Business Data, subject to the rights needed by FoundRE to provide and improve the Services.

3.2 FoundRE as Service Provider. FoundRE may collect, host, copy, process, analyze, transmit, display, back up, and otherwise use Customer Business Data as reasonably necessary to provide, secure, support, maintain, troubleshoot, and improve the Services and as otherwise described in this Policy and applicable agreements.

3.3 Customer Instructions and Access. A Customer may determine which Users are authorized to access its account and may assign roles or permissions supported by FoundRE. Customers are responsible for their internal access decisions and for ensuring that their use of personal information complies with applicable obligations. FoundRE generally applies the same Terms and Privacy Policy to Customers regardless of size. Requests for special contractual treatment (such as a separate data processing addendum) are considered case by case and may be declined.

3.4 Data Accuracy. FoundRE generally relies on Customers and Users for the accuracy and lawfulness of information they submit or import.

4. AGGREGATED AND DE-IDENTIFIED INFORMATION

4.1 Creation of Derived Information. FoundRE may aggregate and/or de-identify information so that it does not reasonably identify a Customer or individual. This may include statistics, benchmarks, trends, averages, performance patterns, and analytical insights derived from use of the Services.

4.2 Use of Derived Information. FoundRE may use aggregated or de-identified information to operate and improve the Services, develop product functionality, understand industry or platform trends, create benchmarks and comparative insights, conduct internal analysis, and support lawful business and marketing purposes.

4.3 No Re-Identification. FoundRE will not intentionally attempt to re-identify information that has been de-identified for these purposes except as necessary to test or validate de-identification or as permitted by law.

4.4 Ownership. To the extent permitted by law and contractual commitments, aggregated and de-identified datasets and derived analytics created by FoundRE are FoundRE intellectual property.

5. HOW WE DISCLOSE INFORMATION

We may disclose information in the following circumstances:

5.1 Within a Customer Account. Information may be visible to authorized Users of the same Customer account according to the roles, permissions, and functionality configured for that account.

5.2 Service Providers. We may disclose information to vendors and service providers that help us host, secure, maintain, support, communicate, analyze, authenticate, or process payments for the Services. These providers process information as needed to provide their services to FoundRE, subject to applicable contractual and legal obligations. FoundRE's current service providers include Vercel (application hosting), Supabase (database and authentication), Stripe (payments), and Resend (transactional and system email). Their own terms and privacy policies govern how they process information as service providers to FoundRE.

5.3 Customer-Directed Integrations. We may disclose information when a Customer or authorized User directs FoundRE to connect to or exchange information with another service (for example, a CRM or other business system). The Customer's use of that third-party service is governed by that provider's own terms and privacy practices.

5.4 Legal and Safety Reasons. We may disclose information if we reasonably believe disclosure is required by law, subpoena, court order, legal process, or governmental request, or is necessary to protect rights, safety, security, property, prevent fraud, or enforce agreements.

5.5 Business Transactions. Information may be disclosed or transferred in connection with a merger, financing, acquisition, reorganization, bankruptcy, sale of assets, or similar transaction, subject to applicable law and appropriate protections.

5.6 With Consent. We may disclose information for another purpose when the Customer or individual has authorized the disclosure.

5.7 No Sale of Identifiable Customer Data. FoundRE does not sell identifiable Customer Business Data as a standalone data product. If FoundRE's practices change in a way that constitutes a "sale," "sharing," or targeted-advertising disclosure under an applicable privacy law, this Policy and any required choices will be updated before that practice is implemented.

6. COOKIES, ANALYTICS, AND ONLINE TRACKING

6.1 Operational Technologies. FoundRE uses cookies and similar technologies to operate the Services, including login, authentication, security, and session management.

6.2 Site Analytics and Usage Data. FoundRE uses analytics technologies (currently including Vercel Analytics on the FoundRE website and application) to capture site analytics and usage data so we can understand how the Services are used, monitor reliability, and improve the product. These analytics are intended to provide aggregate or operational insight. They are not used to

build advertising profiles of individual Users, are not used to sell advertising, and FoundRE does not sell this analytics or usage data to third parties as a standalone data product.

6.3 No Advertising Tracking. FoundRE does not use advertising pixels, session-replay tools, or cross-site behavioral advertising trackers. If that practice changes, this Policy will be updated before the change is implemented.

6.4 Browser Controls. Most browsers allow users to control certain cookies. Disabling essential cookies may prevent portions of the Services from functioning.

7. DATA RETENTION

7.1 General Retention. Subject to this Policy and applicable law, FoundRE generally retains Customer Data and related account information indefinitely while it remains in FoundRE's systems, including after a subscription ends, unless and until (a) the Customer expressly requests deletion by emailing support@gofoundre.com and FoundRE completes that request, or (b) FoundRE, LLC determines there are operational, legal, security, or cost reasons to reduce data stored with FoundRE or its third-party datastore and infrastructure providers.

7.2 Inactive and Deleted Users. When a User is marked inactive in the Service, that User's access is removed and the User does not count toward the Customer's active seat allocation. Historical business activity associated with that User generally remains within the Customer account to preserve organizational history, reporting, and legitimate business records. When a User is deleted by a Customer administrator, associated User records and activity may be permanently removed from the Customer account. Customer administrators decide whether to mark Users inactive or delete them. FoundRE does not guarantee recovery of deleted User records.

7.3 Terminated Customer Accounts — Access Window. After a Customer subscription ends, for a period of ninety (90) days FoundRE will make reasonable efforts to provide the Customer's Owner access to retrieve Customer Data then available in the Service, or to fulfill a reasonable data-retrieval request sent to support@gofoundre.com. After that access window, data may continue to be retained under Section 7.1 unless deleted under Section 7.1(a) or 7.1(b). Service-provider backup and log retention practices may also apply for limited periods beyond FoundRE's primary stores.

7.4 Aggregated Data. Information that has been validly aggregated or de-identified so it no longer reasonably identifies a Customer or individual may be retained for longer periods.

8. DATA SECURITY

8.1 Safeguards. FoundRE uses commercially reasonable administrative, technical, and organizational safeguards appropriate to the nature of the Services and the Company's stage of development.

8.2 No Absolute Security. No method of transmission, storage, or internet-connected service is completely secure, and FoundRE cannot guarantee absolute security.

8.3 Account Security. Users are responsible for protecting their credentials and promptly notifying FoundRE of suspected unauthorized access.

8.4 Incident Response. FoundRE's service providers maintain their own security practices and service commitments. If you contact FoundRE about a security or privacy incident, FoundRE, LLC will respond by email on a best-efforts basis and will seek to provide a first response within twenty-four (24) hours, without guaranteeing response time or outcome. FoundRE will provide notices required by applicable law for confirmed incidents affecting Customer Data.

9. YOUR PRIVACY CHOICES AND REQUESTS

9.1 Account Information. Users may be able to review or update certain account information through the Services or by contacting FoundRE.

9.2 Customer-Controlled Information. If your personal information is contained in an organization's Customer Business Data, requests concerning that information may need to be directed to the Customer that controls the account. FoundRE may assist Customers in responding where reasonably required.

9.3 Marketing Communications. You may opt out of promotional email communications using the unsubscribe mechanism provided in those messages or by contacting FoundRE. Service-related and transactional communications may still be sent when necessary.

9.4 Privacy Rights. Depending on where you live and which privacy laws apply to FoundRE, you may have rights concerning access, correction, deletion, portability, or certain uses or disclosures of personal information. FoundRE will honor legally applicable rights and may verify identity before fulfilling a request.

9.5 Authorized Requests. Where applicable law permits an authorized agent to submit a privacy request, FoundRE may require evidence of authorization and identity verification.

9.6 Non-Discrimination. FoundRE will not unlawfully discriminate against an individual for exercising an applicable privacy right.

10. CHILDREN

10.1 Business Service. FoundRE is a business software platform intended for real estate professionals and organizations, not a consumer service directed to children.

10.2 Under 18. FoundRE accounts are not intended for individuals under 18. FoundRE does not intend to add content or features that are inappropriate for minors. Customers and Users are responsible for using the Services only for their intended business purposes and for protecting access credentials so that minors do not use the Services. If we learn that personal information from a child has been collected in circumstances requiring deletion or parental authorization, we will take appropriate action.

10.3 Notice. If you believe a child has provided personal information to FoundRE improperly, contact us using the information below.

11. UNITED STATES OPERATIONS AND INTERNATIONAL USERS

11.1 United States. FoundRE, LLC is based in South Carolina, United States. Information may be processed and stored in the United States and in locations where our service providers operate.

11.2 International Use. The Services are designed and offered primarily for customers and Users in the United States. FoundRE does not represent that the Services are appropriate or available for use in every jurisdiction. If you access or use the Services from outside the United States, you do so on your own initiative. FoundRE's commercial obligations, support commitments, and liability under these Terms and this Privacy Policy are intended to apply with respect to U.S. customers and U.S. commercial use. FoundRE does not undertake to comply with, or accept liability under, non-U.S. privacy, consumer, or commercial regimes solely because an overseas person accesses or subscribes to the Services.

11.3 Cross-Border Responsibility. Customer Data is hosted and processed in the United States (and may be processed in other locations where FoundRE's service providers operate). Customers who access or use the Services from outside the United States are responsible for determining whether their use complies with laws applicable to them, including cross-border data transfer rules, knowing that FoundRE's primary data hosting is in the United States.

12. THIRD-PARTY SERVICES AND LINKS

12.1 Third-Party Services. The Services may link to or interact with third-party websites, products, or services. Their privacy practices are governed by their own policies.

12.2 Service Providers and Subprocessors. FoundRE uses service providers to help operate the Services, including Vercel, Supabase, Stripe, and Resend, as described in Section 5.2. FoundRE may update its service-provider list as the platform develops and may provide additional information about material providers as customer requirements evolve.

13. CHANGES TO THIS PRIVACY POLICY

13.1 Updates. We may update this Privacy Policy as our Services, technology, business practices, and legal obligations evolve.

13.2 Material Changes. If we make a material change, we will provide reasonable notice through the Services, website, email, or another appropriate method before or when the change becomes effective, as required by law.

13.3 Versioning. Published versions should identify an effective date. FoundRE should retain historical versions internally.

14. CONTACT US

Questions or requests concerning this Privacy Policy may be directed to:

FoundRE, LLC Email: support@gofoundre.com South Carolina, United States Website: gofoundre.com