
iBrokerage 360 — Terms of Use

Effective Date: January 1, 2026

Welcome to **iBrokerage 360** (“iBrokerage,” “iBrokerage 360,” “we,” “our,” or “the Platform”). These Terms of Use (“**Terms**”) govern your access to and use of the iBrokerage 360 platform, including all software, CRM functions, tools, features, websites, integrations, and services (collectively, the “**Services**”).

By **creating an account, registering, or using the Services**, you acknowledge that you have read, understood, and agree to be legally bound by these Terms. If you do not agree, **do not register or use iBrokerage 360**.

1. Eligibility

To register for and use iBrokerage 360, you must:

- Be at least 18 years old or the legal age of majority in your jurisdiction.
- Be a licensed real estate professional or authorized staff member under a participating Brokerage.
- Have the legal authority to enter into a binding agreement on behalf of yourself or your Brokerage.

We may request verification of your identity, licensing credentials, or brokerage affiliation.

2. Account Registration & Security

When creating an account, you agree to:

- Provide accurate, complete, and current information.
- Keep your login credentials confidential.
- Restrict access to your account and accept responsibility for all activities under it.
- Notify us immediately if you suspect unauthorized access or security breaches.

We reserve the right to approve, deny, or suspend account access at our discretion.

3. Acceptable Use & User Conduct

By using iBrokerage 360, you agree **not to**:

- Misuse the platform for illegal, fraudulent, or unauthorized purposes.
- Upload malicious code, viruses, bots, or harmful scripts.
- Interfere with or disrupt system operations, security, or data integrity.
- Attempt to access modules, accounts, or data you are not authorized to view.
- Reverse engineer, copy, modify, resell, or distribute any part of the platform.
- Harass, abuse, defame, or harm other users or staff.
- Circumvent technical controls, limits, or usage restrictions.

Any misuse may result in suspension or permanent termination.

4. User Responsibilities

Users must:

- Ensure accuracy of all client, transaction, and contact data.
- Maintain confidentiality and comply with privacy, licensing, and regulatory requirements.
- Use automated emails, SMS, eCards, and marketing tools responsibly.
- Obtain required consent before uploading or communicating with contacts.
- Follow anti-spam laws (CASL, CAN-SPAM, GDPR where applicable).

You may not upload or store:

- Sensitive financial information unnecessary for the platform
- Personal health information
- Government-issued identification numbers beyond what is required
- Passwords or authentication credentials
- Offensive, abusive, or illegal content

5. Data Ownership, Privacy & Security

Your use of iBrokerage 360 is governed by our **Privacy Policy**, which explains how data is collected, stored, and protected.

5.1 Data Ownership

- Data created or uploaded by Agents typically belongs to their Brokerage.
- iBrokerage does **not** claim ownership over your client or contact data.

5.2 System Access

Our administrators may access account data solely for:

- Troubleshooting
- Maintenance
- Support requests
- Security investigations

5.3 Data Protection

We implement industry-standard security measures, but:

- No system is completely immune to risks.
- Users are responsible for the security of their devices and login credentials.

6. Communications, Email & Messaging Tools

The Platform includes automated and manual messaging tools such as:

- Email campaigns
- Automated eCards
- Prospecting tools
- SMS messaging (where applicable)
- Open house sharing
- Reminders & follow-ups

By using these tools, you agree:

- Not to send unsolicited or unlawful communications.
- To ensure recipients have opted in or provided consent.
- To comply with all applicable anti-spam and privacy regulations.
- To maintain clean, compliant contact lists.

The system may track opens, clicks, and interactions to provide reporting and analytics.

7. Marketing Materials, Branding & Templates

Depending on your subscription level:

- You may access branded templates created for your Brokerage.
- Marketing materials (designs, templates, layouts) remain the intellectual property of iBrokerage.
- You may not copy, redistribute, or use templates outside the Platform unless permitted.

We may remove materials that violate branding rules, regulatory requirements, or professional standards.

8. Fees, Billing & Subscription Terms

Access to iBrokerage 360 may require:

- A brokerage-level subscription
- Agent-level subscriptions (if applicable)
- Additional service fees such as eCard sending, SMS credits, custom integrations, or domain/DKIM setup

By using the Platform, you acknowledge:

- Fees are governed by agreements with your Brokerage.
- Non-payment may result in suspension or termination.
- Fees are generally non-refundable unless required by law or written contract.

9. Platform Availability & Updates

We aim to provide continuous service but do not guarantee:

- Uninterrupted access
- Error-free performance
- That features will remain available indefinitely

We may:

- Enhance or modify the Services
- Introduce new features or retire existing ones
- Perform maintenance with or without notice
- Fix bugs, update security, or change system behavior

Your continued use indicates acceptance of these updates.

10. Third-Party Services & Integrations

iBrokerage 360 may integrate with external services such as:

- MLS / IDX systems
- Email and SMS gateways
- Payment processors
- Accounting or transaction tools

We are not responsible for:

- Errors, outages, or failures of third-party systems
- Additional fees charged by external providers
- Changes to third-party APIs or terms

Your use of third-party services is governed by their respective terms.

11. Intellectual Property Rights

All intellectual property associated with the Platform—including software, code, designs, templates, images, branding, documentation, and features—is owned by iBrokerage.

Users agree:

- Not to duplicate, modify, sell, lease, or distribute any part of the Platform.
- Not to create derivative works without written permission.

12. Termination & Suspension

We may suspend or terminate your access if:

- You violate these Terms.
- You misuse the Platform or engage in prohibited activities.
- Your Brokerage subscription ends or payment fails.
- We detect suspicious or harmful activities.

Upon termination:

- Access to your account and data may be removed.
- Your Brokerage may request export of permissible data before closure.

We are not responsible for loss of access or data after termination.

13. Disclaimers

The Services are provided “as is” and “as available.”

We do not guarantee:

- That the Platform will meet your expectations
- That it will be free from errors or interruptions
- That data will always be preserved or recoverable

Your use is at your sole risk.

14. Limitation of Liability

To the fullest extent permitted by law:

iBrokerage is **not liable** for:

- Lost income, commissions, clients, or business opportunities
- Data loss or corruption
- Unauthorized access to data
- Downtime or service interruptions
- Errors caused by users, third parties, or external systems

Our total liability will not exceed the amount paid for the Services in the preceding 12 months.

15. Indemnification

You agree to indemnify and hold harmless iBrokerage, its affiliates, employees, and partners from any claims, losses, damages, or legal fees arising from:

- Your use or misuse of the Platform
- Violations of these Terms
- Breach of privacy or anti-spam laws
- Uploading or sending unauthorized or illegal content

16. Governing Law

These Terms are governed by the laws of the **Province of Ontario, Canada**, unless otherwise stated in a written agreement with the Brokerage.

Any disputes will be resolved through:

1. Good-faith negotiation
2. Mediation
3. Arbitration or court proceedings, if required

17. Changes to These Terms

We may update these Terms from time to time.

Changes take effect immediately upon posting.

Continued use of iBrokerage 360 following updates constitutes acceptance.

18. Contact Information

If you have questions or need support, contact:

iBrokerage 360 – Support Team

Email: support@ibrokerage.ca

Phone: **888.886.0666**

Website: <https://ibrokerage.ca>