PORTA REAL

TERMS AND CONDITIONS OF USE

3-102-939791 Sociedad de Responsabilidad Limitada

Cédula jurídica (corporate ID) 3-102-939791 · Tomo 2025, Asiento 571526 (Registro Nacional de Costa Rica)

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PORTA REAL® — service mark, Registro N.° 414509

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■ Translated document
This is a courtesy translation of the official Spanish document. The Spanish version is the legally binding document; this translation is provided for informational purposes only to facilitate understanding.

1. IDENTITY OF THE OWNER AND PURPOSE OF THE DOCUMENT

Welcome to PORTA REAL. We are very happy to have you here. Before getting started, we would like to invite you to read the following conditions.

1.1 These terms and conditions are like the rules of a game: they describe how things work regarding the use of our platform and our services, what you can expect from us, and what we need from you in order to offer you a pleasant and safe experience.

1.2 If you need to contact us, you can always write to us at **soporte@porta.cr**.

1.3 3-102-939791 Sociedad de Responsabilidad Limitada (hereinafter, "PORTA REAL", in reference to the company; the website and the applications it operates are referred to as "the Platform"), registered with the Registro Nacional de Costa Rica under Tomo 2025, Asiento 571526, with cédula jurídica (corporate ID) 3-102-939791 and domiciled at Condominio Blue, Casa 21, Residencial Los Arcos, Heredia, Costa Rica, makes available to internet users the platform hosted on this website, as well as the contents contained therein. **PORTA REAL®** is a service mark registered under Registro N.° 414509 with the Registro de la Propiedad Intelectual de Costa Rica.

2. DEFINITIONS

To make everything easier to understand, let's clarify some terms you will find in this document:

- **Platform:** website or digital application operated by our company that allows creating, searching for, and managing real estate publications and listings, as well as using the other services described in these terms.

- **Platform Services:** set of tools and features offered by the Platform to create, search for, and manage listings, the visibility and referral services described in section 9, and the professional features described in sections 10 through 13.
- **User:** natural or legal person who accesses or uses the Platform, regardless of whether they create an account or only visit the site.
- **Publishing User:** user who creates and publishes property listings on the Platform.
- **User Account:** personal record created by a User to access the Platform's features.
- **Listing:** publication made on the Platform that contains information about a property available for sale or rent.
- **Property:** asset located in Costa Rica (houses, apartments, commercial premises, or land) available for sale or rent.
- **Owner:** natural or legal person who holds rights over the listed property.
- **Buyer:** User who, acting as a person interested in acquiring or renting a Property, contacts a Listing or requests a visit through the Platform.
- **Listing Owner:** User or Agency to whose account the Listing belongs; also referred to as the "seller" or "selling party" with respect to that Listing.
- **Property Type:** classification of the property (house, apartment, commercial premises, land).
- **Transaction Type:** type of transaction offered for the property (sale or rent).
- **Reference Price:** amount indicated in the listing as the estimated value of the property, subject to change or negotiation.
- **User Content:** any information, text, image, video, document, or other material that a User publishes, uploads, or transmits through the Platform.
- **AI-Assisted Search:** feature that uses artificial intelligence to help the User find properties according to their preferences, alerts, or search criteria, including natural-language searches by text or voice.
- **Agent:** User who practices real estate brokerage or intermediation on their own behalf or on behalf of an Agency and who uses the Platform to promote their services and listings.
- **Agency:** organization with its own profile on the Platform that groups one or more Agents under defined roles (owner, administrator, agent) and that may hold its own subscription.
- **Porta Agent Network (the "Red Porta" or, in this document, "the Network"):** set of professional collaboration features between Agents and Agencies, described in section 10.
- **Network Member:** Agent or Agency whose subscription includes access to the Network and who has additionally activated it expressly pursuant to section 10.1.
- **Alliance:** mutual, accepted professional relationship between two Network Members (Agents or Agencies) that enables visibility of off-market listings, predetermined collaboration conditions, and a private communication channel between them.
- **Collaboration:** record documenting the participation of a collaborating Agent with respect to a specific Listing, with the applicable conditions fixed at the moment of its acceptance.

- **Commission Terms:** shared-commission conditions (percentage, applicable requirements, type of agreement, and attribution window) that a Network Member publishes on their listings.
- **Attribution window:** period, counted from a buyer's first recorded contact with the collaborating Agent through the Platform, during which that buyer is recognized as having come through that Agent, pursuant to section 10.5.
- **Document in Custody:** document already signed by the parties to an Alliance or Collaboration that requires a written contract, uploaded to the Platform for safekeeping pursuant to section 11; it becomes active once both parties confirm it.
- **CRM:** customer relationship management tool that the Platform offers to Agents and Agencies, described in section 12.
- **Agent's Client:** person registered by an Agent or Agency in their CRM, whether a User of the Platform (linked client) or a person outside it whose data the Agent entered themselves (manual client).
- **Demand Cohort:** anonymous, aggregated grouping of search alerts from buyers who chose to participate, which allows Agents to learn about demand by canton and by type of property sought without accessing anyone's identity.
- **Featured Listing ("Anuncio Destacado"):** listing to which its publisher has applied, through the Platform's payment mechanisms or benefits, greater temporary visibility in the Platform's results and surfaces.
- **Residential Project:** real estate development with multiple units or unit types, published on the Platform as a project with its associated units.
- **Private Link:** address (URL) with a unique code that allows viewing a listing outside the public search results; anyone who holds the link can access the linked content.

3. ELIGIBILITY TO USE THE PLATFORM

3.1 Our services are directed at the Costa Rican real estate market and intended exclusively for persons who are at least eighteen (18) years of age. Persons located outside Costa Rica may use the Platform under these same terms, on the understanding that the listed Properties are located in Costa Rica and that the relationship with PORTA REAL is governed by Costa Rican law (section 23).

3.2 If you have not yet turned eighteen (18), we ask that you leave the site.

4. ACCEPTANCE OF THE TERMS AND WITHDRAWAL OF CONSENT

4.1 Before using our Platform, you must agree to these conditions. To do so, we have made available the acceptance checkboxes you will find on our site:

- "I have read and accept the Terms and Conditions of Use" (text shown in the app)
- "I have read and agree to give my consent to the processing of my personal data in accordance with the privacy and data protection policies" (text shown in the app)

4.2 By accepting, you represent and warrant that you have read and understood these terms and conditions, and that you agree to comply with them. If for any reason you do not agree with these

conditions (in whole or in part), we ask that you do not register, do not use our services, and leave the site immediately.

4.3 When we publish a new version of these terms pursuant to section 19, we may ask you to accept it again before continuing to use the features that require an account. The pages where you can read the legal documents and the means to contact us will always remain accessible, even if you have not yet accepted the new version.

4.4 Can I change my mind? Of course, you may end your relationship with PORTA REAL at any time by closing your account. You can write to us at **soporte@porta.cr**: we will confirm receipt within no more than seventy-two (72) hours and resolve your request within no more than five (5) business days. The revocation of consent to the processing of your personal data, and its effects, are governed by section VIII ("Your Rights") of the Privacy Policy.

4.5 These terms are permanently available on the Platform in a format suitable for reading, downloading, and printing. When you accept them, we will keep a record of your acceptance (version, date, and time) under the terms and for the periods described in the Privacy Policy, and you may request a certificate of it while you maintain your account by writing to **soporte@porta.cr**.

5. AVAILABLE SERVICES

The Platform offers the services described below. Some additional services, such as Featured Listings and the Referral Program (section 9), the Network (section 10), Document Custody (section 11), the CRM (section 12), and the Agency features (section 13), are additionally governed by their specific sections.

5.1 Property search

The Platform is a digital service that facilitates the publication of and search for real estate in Costa Rica (houses, apartments, commercial premises, and land), with the goal of facilitating purchase, sale, and rental processes between users. You can explore listings with filters, a map, and comparisons, create search alerts, and save publications as favorites or in collections.

5.2 Technology intermediary

PORTA REAL acts as a technology intermediary between users. Under no circumstances is it a party to real estate transactions, nor does it participate in negotiations, agreements, or contracts between Users.

As part of the service, you may decide to have your data shared with registered agents or sellers through a voluntary action of your own on the Platform, for example, by contacting a listing or requesting a visit, in accordance with Ley N.° 8968, Ley de Protección de la Persona frente al Tratamiento de sus Datos Personales (Costa Rica's personal data protection law), and with the Privacy Policy. Once your data is shared, the receiving agent or seller assumes the role of controller of the data in the relationship established directly, with PORTA REAL remaining uninvolved in any independent processing carried out by such third parties. Consequently, PORTA REAL assumes no liability whatsoever for the use that agents or sellers make of the shared data outside the Platform environment. However, every Publishing User, Agent, or Agency that receives other Users' personal data through the Platform (for example, in messages, in visit requests, or as a linked client in the

CRM) undertakes to keep it confidential, to use it solely to handle the inquiry or matter that gave rise to it, and not to transfer it or use it for other purposes without the consent of the data subject, in accordance with Ley N.° 8968. Users are advised to ask those agents and sellers for their respective privacy policies, in order to know the conditions under which they will process their personal information and to be able to give or withhold their consent on an informed basis.

5.3 Agent search and professional profiles

The Platform makes available to the public a directory of registered real estate agents, with basic filters (name, service area, Transaction Type, and price range). Network Members additionally have a professional section with expanded filters, including criteria related to Alliances (section 10).

There is no employment, representation, agency, or any other legal relationship between PORTA REAL and the registered agents, and therefore PORTA REAL assumes no liability for their acts or omissions. To report situations contrary to this document, write to us at **soporte@porta.cr**; we will begin the investigation within no more than seventy-two (72) hours.

Every Agent and every Agency declares and warrants that they carry out the real estate brokerage or intermediation activity in compliance with applicable Costa Rican law, including, where applicable, their registration with the Superintendencia General de Entidades Financieras (SUGEF, Costa Rica's financial-sector supervisor) pursuant to article 15 bis of Ley N.° 7786, and that they will maintain such compliance while using the Platform. PORTA REAL does not verify such compliance, but may suspend the professional profiles of anyone who breaches this declaration.

5.4 Listing creation and import

Registered users can create publications through **(i)** manual entry of the information or **(ii)** importing data from an external URL or from files (documents, spreadsheets, or images), processed with artificial intelligence tools and subject to the limits of the contracted plan. The Platform also offers assisted generation of descriptions based on the property's data and the text the publisher themselves provides.

By using the import feature, the Publishing User declares that they hold all necessary rights, authorizations, and licenses over the imported content, including the express consent of third parties where applicable. The Publishing User agrees to indemnify and hold PORTA REAL harmless from any claim arising from the imported content.

All content generated or extracted through artificial intelligence is a draft that the Publishing User must review before publishing: the tool may contain errors or omissions, and the publisher is solely responsible for the accuracy and lawfulness of what is ultimately published. PORTA REAL does not use your content to train artificial intelligence models (section 7.6). PORTA REAL does not verify the ownership or legal status of the properties; a user interested in acquiring or leasing a property is responsible for verifying that information directly with its owner before proceeding with any purchase or lease transaction. PORTA REAL reserves the right to remove content in response to substantiated claims or detected infringements.

5.5 Assisted search, alerts, and messaging

The Platform allows searching for properties with artificial intelligence tools (including natural-language search by text or voice), exploring listings, creating alerts, and saving publications as

favorites. The assisted search tools interpret your query in an automated way and may return incomplete or inaccurate results; the results do not constitute advice and do not guarantee the existence, availability, or characteristics of the properties shown or omitted.

Internal messaging allows exchanging messages, images, and videos directly with the seller, buyer, or agent, as well as coordinating appointments and visits related to the listed properties; appointments are managed directly between users, without PORTA REAL having any involvement in their scheduling or execution. When an Agent confirms a visit request, the management of that visit is reflected in their CRM pursuant to section 12.5.

These communications are stored on PORTA REAL's servers. To keep you informed about your conversations, we may notify you by email and through other channels you have enabled in your notification preferences (section 17) when you receive a new message; these notices inform you of the existence of the message and may include an excerpt. The content of conversations is processed by our infrastructure providers solely to operate the service, and is not transferred or shared with third parties outside the operation of the Platform, except with the consent of its holder, pursuant to a reasoned order issued by a competent judicial authority, or where it must be delivered under a constitutional or legal provision, under the terms of the order issued or those the law expressly indicates. Conversations are not end-to-end encrypted, so we recommend not sharing sensitive personal information through this channel. The user declares that they will not use this communication channel for purposes other than those related to the properties listed on the Platform and to its services, including professional communication between Network Members (section 10).

5.6 Subscriptions and paid plans

PORTA REAL offers a free plan and paid plans with differentiated features, both individual and for teams and agencies, pursuant to section 8. Account access is managed through authentication services provided by third parties. Card payments, when this method is enabled, will be processed by external providers: PORTA REAL does not store or have access to card data. Payments by SINPE Móvil or bank transfer are verified directly by PORTA REAL.

6. POSTING LISTINGS

6.1 Minimum required information

For a listing to be published, the Publishing User must provide complete, clear, and truthful information, including at a minimum:

- Description of the property (bedrooms, bathrooms, patio, garden, amenities).
- Measurements or dimensions of the property.
- Reference Price, except for the Residential Project unit types that use the "Price on request" option pursuant to section 6.3. The publisher may state it in colones (CRC) or in dollars (USD); the Platform shows visitors the equivalent in the other currency, calculated with the reference exchange rate of the Banco Central de Costa Rica (Costa Rica's Central Bank).
- Location (province, canton, district).
- Property Type (house, apartment, commercial premises, land).
- Representative photographs.

Optionally, the listing may indicate the date from which the property is available; if indicated, it must be truthful and kept up to date.

PORTA REAL reserves the right to reject, suspend, or remove listings that do not meet these requirements or that contain incomplete, confusing, or misleading information.

6.2 Minimum requirements for photos and images

The listing's photographs and videos must meet the following requirements:

- Be high-resolution and clearly show the property.
- Have been taken or recorded directly by the user or with their authorization.
- Not include logos, watermarks, or visual identifiers of third parties or other platforms.
- Not be subject to third-party copyright or have been obtained from the internet without authorization.
- Include a minimum of three images that adequately reflect the current condition of the property.

PORTA REAL reserves the right to remove images or videos that do not meet these requirements and, pursuant to sections 14.5 and 15, to suspend or cancel the publications or user accounts associated with content that, in its judgment, compromises the quality, security, or integrity of the Platform.

6.3 Residential Projects

Authorized Publishing Users may publish Residential Projects: developments with multiple units or unit types, with their own project page, construction phases, and unit inventory. Each unit type of a project constitutes a listing for all purposes of these terms, and the requirements of this section therefore apply to it. Information on phases, delivery dates, per-unit availability, and prices (including the "Price on request" option) must be truthful and kept up to date by the publisher.

6.4 Listing statuses and closed-transactions showcase

The Publishing User can manage their listings at any time: edit them, hide them, mark them as sold or rented, promote them (section 9.1), or archive them. A listing that is hidden or marked as sold/rented no longer appears in the Platform's search results.

Listings marked as sold or rented remain publicly visible on the seller's or agency's profile, identified as closed transactions, as part of their history and track record on the Platform. If you prefer that a closed transaction not be shown on your profile, you can archive the listing, whereupon it is no longer displayed publicly.

6.5 Validity of publications

Each listing is published for a fixed term, counted from its publication: three (3) months for houses, apartments, and commercial premises; six (6) months for land; and twelve (12) months for Residential Projects, whose unit types follow the project's term. Validity does not depend on visitor activity (views, favorites, messages, or visit requests) or on whether the listing is featured: it depends solely on the passage of the term and on its renewal by the Publishing User.

The Publishing User may renew the listing at any time; renewal, or republishing a hidden or expired listing, restarts the full term. When the term expires, the listing is automatically deactivated and is no longer shown publicly, but it is not deleted and does not lose its information: you can renew it to publish it again, subject to your plan's published-listings limit. We will send you email reminders seven (7) days, three (3) days, and one (1) day before expiration, and a notice once it has expired, in accordance with your notification preferences (section 17). PORTA REAL may also extend the validity of published listings on a general basis.

Apart from the expiration of the term, PORTA REAL will only deactivate, hide, or remove listings for the express causes provided for in these terms (in particular sections 6.1, 6.2, 8.4, 14, and 15).

7. CONTENT AND PUBLIC DISTRIBUTION

7.1 Public distribution as part of the service

Publishing on PORTA REAL means your listing gets seen — and seen everywhere. As part of the service, published listings and public profiles are automatically included in the Platform's distribution mechanisms: the sitemap, search-engine-optimized pages, structured data describing the property (price, location, characteristics) and the seller's or agency's profile, and authorized access for the search engine and artificial intelligence assistant crawlers that PORTA REAL expressly invites. This allows your listings to appear in Google results and in AI assistants, among others. By publishing a listing, you accept and benefit from this distribution.

7.2 Social cards and third-party caches

When a listing or profile is shared on social networks or messaging applications, the Platform generates preview cards that include a photograph of the listing hosted at a permanent public address. Third-party platforms store cached copies of those previews under their own rules, outside PORTA REAL's control.

7.3 Social media creatives

PORTA REAL allows exporting promotional creatives: images derived from the listing bearing the PORTA REAL mark and a QR code that leads to the listing. Their use is governed by the following rules:

(a) Who may export them. This option is available only to whoever manages the listing on the Platform: the Publishing User who created it and, in the case of an Agency's listings, the Agency's owner and administrators, provided they have a registered and active account on the Platform and a paid plan that includes this feature. Creatives can only be generated for published listings. Whoever exports a creative is answerable for the use made of it pursuant to this section.

(b) Permitted use. PORTA REAL grants exclusively to the holder of the account from which the creative was exported a limited, personal, non-transferable, non-sublicensable, royalty-free, revocable, and non-exclusive license to use that creative, including the PORTA REAL® mark as it appears in it, solely to promote the corresponding listing and without altering its content. In the case of Agencies, the license is deemed granted to the Agency and may be exercised only by the members the Agency has authorized on the Platform, for whose use the Agency is answerable. This

license does not extend to third parties who obtain the creative by any means, who acquire no right whatsoever to use it or the PORTA REAL® mark.

(c) Prohibited uses. It is prohibited to use the creatives, in whole or in part, to: offer a property other than the one listed or on conditions different from those published; present oneself as PORTA REAL or as a person acting on its behalf; request payments, deposits, reservations, or personal data from third parties by invoking PORTA REAL; modify the QR code or point it to a destination other than the listing; or in any other way that may be misleading as to the property, the offeror, or PORTA REAL's participation in the transaction.

(d) Circulation outside the Platform. Once a creative has been exported or downloaded, its circulation outside the Platform cannot be reversed by PORTA REAL, even if the listing is later unpublished. The QR code always leads to the listing's address on the Platform. If the listing is hidden, archived, expires, is blocked, or is deleted, that address will no longer show it and will indicate that the publication is not available; if the listing is marked as sold or rented, the address may continue to show it as a closed transaction (section 6.4). If the listing is published again, the same code will lead to it again.

(e) Consequences of misuse. In the event of any use contrary to this section, PORTA REAL may revoke the license, demand the immediate cessation of the use, block the listing to which the QR codes lead, suspend or cancel the account, whereupon the ability to export new creatives ceases, and bring the corresponding legal actions. The holder of the account from which the creative was exported is answerable to PORTA REAL and to third parties for the use made of it, pursuant to the indemnity obligation in section 7.7.

7.4 Private links

You can share a listing through a Private Link: a URL with a unique code that works as an access credential, so anyone who holds the link can view the content. Private Links do not expire automatically; you can revoke them at any time, whereupon the link stops working. Keep in mind that the addresses of photographs already loaded by whoever visited the link are permanent public addresses and may remain accessible to anyone who saved them.

7.5 Effects of unpublishing

When you hide, unpublish, or delete content, it stops being displayed on the Platform. However, the following may reasonably persist: cached copies in search engines, AI assistants, and social platforms (which update according to each third party's timelines), creatives already exported, and previews already stored by third parties. PORTA REAL does not control those systems and does not guarantee timelines for the disappearance of such copies.

7.6 Your content does not train our AI models

PORTA REAL does **not** use User Content to train artificial intelligence models of its own, and contracts its AI features under conditions pursuant to which the provider does not use your content to train its models. Those features process your content solely to provide you the requested service (for example, importing a listing or generating a description) and to improve the service without training on your content. That said, the content you publish with public visibility is distributed to search engines, artificial intelligence assistants, and social platforms as part of the distribution service

(section 7.1); those third parties process publicly accessible content under their own policies, which PORTA REAL does not control and which may include its use to train models. If our own use should ever change, we will update these terms and the Privacy Policy and request your prior consent.

7.7 Your warranties regarding content

You represent and warrant that you hold all necessary rights, authorizations, and licenses over the User Content you upload (including the image rights of any persons appearing in it and the property owner's authorizations where applicable), and that such content does not infringe third-party rights or applicable law. If you are a Publishing User, you additionally represent and warrant that you own the listed Property or hold a current authorization or engagement from the Owner, or from whoever may legitimately grant it, to offer it for sale or rent under the terms of the Listing, and that you will maintain that authorization throughout the validity of the publication. You agree to indemnify and hold PORTA REAL harmless from any third-party claim arising from the content you publish, including imported content (section 5.4).

The indemnity obligation provided for in these terms covers damages, penalties, costs, and reasonable defense fees. PORTA REAL will notify you of the claim within a reasonable period and will not settle it without giving you the opportunity to assume the defense; a failure to give notice releases you only to the extent of the harm that omission causes you.

8. PLANS, BILLING, AND PAYMENTS

8.1 Available plans

PORTA REAL offers the following families of subscription plans:

- **Individual plans:** Free, Plus, and Pro.
- **Plans for teams and agencies:** Team, Agency, and Agency Growth.
- **Additional packages (add-ons):** listing packages that expand the limits of the contracted plan.

The details of the features, prices, and conditions of each plan and package are available in the Plans and Pricing section of the Platform. Prices are expressed in Costa Rican colones (CRC) and include VAT. PORTA REAL may modify the catalog of plans and prices; any change affecting your active subscription will be communicated to you with the advance notice indicated in section 19.

8.2 Trial period

The Pro Plan trial period lasts three (3) months and is activated when you decide to become a Publishing User, once you have completed your registration as such (profile and identification data); it is not activated automatically by the mere act of registering. The trial period is available only once per user and is free of charge: it does not require registering any payment method and generates no charge whatsoever.

When the trial period ends, your account will automatically move to the Free Plan, unless you contract a paid plan. Moving to the Free Plan does not delete your account or your information; if you have more published listings than the Free Plan allows, the provisions of section 8.4 will apply. We will remind you before the expiration through your account's active notification channels.

During the trial period it is not possible to purchase additional packages; you can, however, cancel it at any time, free of charge.

8.3 Billing and payment methods

Plans are paid by **SINPE Móvil or bank transfer**. PORTA REAL may in the future enable payment by **credit or debit card**, through an external payment processor; in that case, PORTA REAL will not store or have access to your card data. Renewals are not charged automatically: PORTA REAL makes no automatic charges or debits to any account or card, and any form of automatic charging that may be enabled will require your express authorization.

At least five (5) calendar days before the end of each period we will send you the charge details: the amount, the account to send it to, and a reference code we ask you to include in the transaction. When paying by SINPE Móvil or transfer, you declare the payment on the Platform and may attach the receipt; PORTA REAL verifies the payment and renews the subscription **from the original renewal date**, even if the verification takes place after that date. Your subscription's billing date does not shift because of payments verified afterwards. No prorating is applied.

8.4 Non-payment and plan downgrade

If we have not been able to confirm payment when the period ends, you will have an additional three (3) calendar days to settle it; once that period has elapsed, the account will automatically move to the Free Plan, without this entailing the deletion of your account or your information.

When your plan is downgraded, whether due to non-payment, cancellation, or because you so decide, you may have more published listings than the new plan allows. In that case, **you expressly authorize PORTA REAL to automatically hide the published listings that exceed the new plan's limit**, according to the following criterion: the listings kept published are, first, those with an active featuring and, second, those with the highest number of views, and the rest are hidden until the limit is met. Hidden listings are not deleted and retain their information; they will no longer be publicly visible until you upgrade your plan or choose which ones to keep published within the limit.

8.5 Cancellation and refunds

Paid plans may be cancelled at any time from the Platform; cancellation of Agency subscriptions is requested by writing to **soporte@porta.cr**. Once cancelled, access to the plan will remain active until the end of the current period and no new charges will be generated.

As this is a continuously performed service that remains available throughout the contracted period, voluntary cancellation does not give a right to a proportional refund of the current period. However, a refund will indeed apply in the following cases:

- duplicate payments or charges made in error, for the amount paid in excess;
- periods paid for and not enjoyed when PORTA REAL discontinues the service or cancels your account without any breach on your part, in proportion to the time not enjoyed;
- serious and prolonged unavailability of the service attributable to PORTA REAL, pursuant to section 20;
- the other cases in which Costa Rican law, including Ley N.° 7472, recognizes the right to a total or partial refund of what was paid.

Refunds are requested by writing to **soporte@porta.cr** and are paid through the same method used for the payment or by SINPE Móvil, within the fifteen (15) calendar days following their approval. None of the above limits the rights that Ley N.° 7472 grants to consumers, including the remedies applicable when the service is not provided, or is provided defectively, for causes attributable to PORTA REAL.

8.6 Additional packages

Additional packages are activated immediately upon purchase and end at the close of the current billing period. They are non-transferable, and consumed quotas are not restored; quotas not consumed by the end date lapse. However, if the package could not be used for causes attributable to PORTA REAL, the compensation or refund provided for in sections 8.5 and 20.2 will apply.

8.7 Withdrawal right (retracto) in distance contracting

As this is a contract concluded by electronic means, when you contract a paid plan or an additional package for the first time you may withdraw (retracto), without stating a cause and without liability, within the eight (8) business days following the perfection of the contract, by writing to **soporte@porta.cr**, with the right to a refund of what you paid within the following eight (8) calendar days.

Since plans and packages are activated immediately upon contracting, if you actually use the service during the withdrawal period (for example, by activating a Featured Listing or consuming package quotas), the refund will be proportional to the service not enjoyed. This right does not apply to renewals of a subscription already in progress.

9. FEATURED LISTINGS AND REFERRAL PROGRAM

9.1 Featured Listings

The Platform allows featuring listings to increase their visibility. Each activation of a Featured Listing lasts thirty (30) calendar days and consumes one featuring quota at the moment of activation; consumed quotas are not restored if the listing is unpublished, sold, or the featuring is revoked before it expires. It is not possible to stack multiple simultaneous featurings on the same listing.

Featured Listings are identified to visitors with the indication "Listing promoted by the seller". Featuring a listing does **not guarantee** the sale or rental of the property: it only provides greater exposure during its validity. If, for technical causes attributable to PORTA REAL, that greater exposure were significantly degraded during the featuring's validity, you will be entitled to have PORTA REAL extend the exposure time in proportion to the verified impact; the foregoing without prejudice to the rights that Ley N.° 7472 grants to consumers.

9.2 Referral Program

PORTA REAL offers a referral program through which you can invite other people to join the Platform using your personal link or code. Its conditions are:

- **Reward:** for each valid referral you receive a thirty (30)-day featuring ("Destacado") for one of your listings (reference value: ₡6,500), applicable from your account.

- **Valid referral:** the referred person must register through the referring person's link or code, or associate that code with their own account within the seven (7) calendar days following the creation of that account. The referred person must not have had published listings on the Platform before that registration or association. Self-referral (accounts owned or controlled by the referring person) is not allowed.
- **Welcome benefit:** the invited person who joins through a referral link or code also receives a welcome benefit, as described on the Platform at the time of registration, subject to the global limit indicated in the "Limits" item.
- **Limits:** each referring person may obtain up to five (5) rewards per calendar month and up to twenty (20) rewards over the entire life of the program; rewards exceeding either of those limits are not granted. In addition, the program has a global limit of twenty (20) referral featurings per calendar month for the entire Platform, applied in order of arrival at the moment each benefit is granted, approved, or redeemed. When the month's global limit has been reached: no new welcome benefits are granted; the referring person's rewards that are pending approval are put on hold and may be approved in a later month; and rewards already credited cannot be redeemed until the following month, although they keep their redemption period pursuant to the "Redemption" item. Benefits and rewards not granted because of these limits are not carried over to later months. In all cases, the reason is shown next to the reward in the referral program section of your account.
- **Crediting:** each reward remains under verification for at least seven (7) calendar days, during which PORTA REAL checks compliance with this program's objective conditions (valid registration within the period, absence of self-referral, and absence of indications of fraud pursuant to the "Fraud and revocation" item); once compliance is confirmed, the reward is credited. If the reward is rejected, the reason is shown next to it in the referral program section of your account, and you may object to it by writing to **soporte@porta.cr**.
- **Redemption:** the reward must be redeemed within the ninety (90) calendar days following its crediting (counted through the end of the day, Costa Rica time); once that period expires, it lapses without compensation.
- **Fraud and revocation:** PORTA REAL may revoke rewards and exclude from the program anyone who engages in fraud or abuse, including the creation of fictitious or duplicate accounts; to detect this we may apply cross-checks between accounts, such as matching phone numbers, as described in the Privacy Policy.
- **Program validity:** PORTA REAL may pause, modify, or end the program with at least ten (10) calendar days' prior notice to users. The pause, modification, or ending does not affect: (i) rewards already credited, which are honored until their expiration (if the program is paused, the rewards obtained are kept and do not lapse while the pause lasts, although they cannot be redeemed during it: the period for redeeming them and the qualification period of pending referrals are suspended during the pause and resume, for the time they had remaining, when the program is reactivated); or (ii) referrals already registered with your link or code before the pause, modification, or ending, whose verification will be completed under the rules in force at the time of registration and whose reward will be credited if they meet the conditions.

10. PORTA AGENT NETWORK ("RED PORTA")

10.1 What it is and how it is activated

The Porta Agent Network ("the Network") is the set of professional collaboration features between Agents and Agencies: publication of Commission Terms, Alliances, Collaborations, off-market listings, and Demand Cohorts. The Network is directed exclusively at those who professionally practice real estate brokerage or intermediation (Agents and Agencies); persons who only search for, buy, rent, or list properties for themselves are not Network Members.

Access to the Network requires **(i)** an active subscription to one of the plans that include access to the Network, including the Pro Plan trial period, and **(ii)** your express activation, in which you declare that you act as a real estate brokerage or intermediation professional and accept this section. PORTA REAL does not verify that declaration (section 5.3); anyone who makes it without being a professional of the sector breaches these terms. When you act on behalf of an Agency, access is determined by the Agency's subscription. You may leave the Network at any time; to activate it again you will have to accept the conditions in force at that time. PORTA REAL may suspend the Network membership of anyone who breaches this section or section 15.

10.2 Commission Terms and confidentiality

Network Members may publish Commission Terms on their listings: whether they share commission, the percentage, the conditions, the type of agreement, and the applicable attribution window, understood as the period during which a buyer is recognized as having come through the collaborating Agent (section 10.5).

Commission Terms are **confidential among Network Members**: they are never shown to the public, and may only be used to evaluate and finalize collaborations within the Platform. Disclosing them, publishing them, or using them for any other purpose is prohibited (section 15).

The following do not constitute a breach of this confidentiality: (i) disclosing the Commission Terms to professional advisors subject to a duty of confidentiality; (ii) submitting them as evidence for the exercise or defense of rights before a competent judicial, arbitral, or administrative authority; or (iii) disclosure required by law or by order of a competent authority.

Commission Terms are set freely and unilaterally by each Member with respect to their own listings. PORTA REAL does not set, recommend, suggest, or penalize commission percentages, amounts, or other economic conditions; the Platform's default values are limited to operational parameters of the record (such as the attribution window) and do not cover economic conditions. The visibility of Commission Terms among Members has the sole purpose of evaluating and finalizing specific collaborations.

10.3 Alliances

An Alliance is a mutual professional relationship between two Network Members (Agents or Agencies). It is created through a request that the other party must accept; unanswered requests expire after thirty (30) days. Whoever requests the Alliance may require that it be formalized through a written contract; in that case, the Alliance is only activated once both parties confirm the corresponding Document in Custody (section 11). Only one Alliance may exist per pair of parties, and it remains in force until either party ends it unilaterally.

The Alliance enables the following between the parties: visibility of the other party's off-market listings, predetermined collaboration conditions, and a private communication channel within the Platform's messaging. The predetermined collaboration conditions may be modified by mutual agreement, through one party's proposal and the other's acceptance on the Platform; the modification applies only to Collaborations accepted after it. The existence of an Alliance is private: the Platform does not publicly show who works with whom.

Alliances are relationships exclusively between their parties. PORTA REAL is not a party to them, does not intervene in their negotiation, content, or performance, and does not guarantee the fulfillment of the commitments the parties assume toward each other. Any claim arising from an Alliance must be directed to the other party, pursuant to section 10.6.

10.4 Off-market listings

A Network Member may publish listings in "Network only" mode (off-market): visible only to their active allies, with no public URL and no presence in the general search results. Off-market listings consume your plan's created-listings quota, but do not occupy a publication slot while they remain off-market; publishing them again requires an available publication slot.

10.5 Collaborations and attribution

A Collaboration documents the participation of a collaborating Agent with respect to a specific listing. Acceptance of a Collaboration constitutes a directly binding agreement between the publishing Member and the collaborating Member, whose content is the listing's Commission Terms and the other conditions fixed at the moment of acceptance. By activating the Network (section 10.1), you accept that the rules of this section 10 also govern your relationships with the other Members with respect to the Network's features, and that each Member may demand their fulfillment directly from the other. PORTA REAL is not a party to that agreement and does not guarantee its fulfillment (section 10.6). Only one Collaboration may be in force at a time per (listing, collaborator) pair. Upon acceptance of the Collaboration, the applicable conditions (including the listing's Commission Terms and the attribution window) are **fixed** in a record that neither the parties nor PORTA REAL can edit in the ordinary course of the service: subsequent changes to the listing's terms or to the default values of the Platform or of the Alliance do not modify collaborations already accepted.

The following conditions form part of the Collaboration agreement and are binding on both parties from its acceptance:

- **Attribution window:** the period during which a buyer is recognized as having come through the collaborating Agent. It may be thirty (30), sixty (60), ninety (90), or one hundred eighty (180) days, according to the listing's Commission Terms, and its duration is fixed upon acceptance of the Collaboration; absent any indication, the default value of thirty (30) days for rentals and ninety (90) days for sales applies. For each buyer, the window runs from their first recorded contact with the collaborator with respect to that listing. PORTA REAL only records this fact; it does not determine or calculate commissions.
- **Reset:** while the Collaboration is in force, any message within the Platform between the buyer and the collaborator in that listing's messaging thread, sent by either of them, restarts the window's count for that buyer. Activity outside the Platform does **not** restart the window or generate records. There is no manual extension mechanism, and a window that has already expired is not reactivated.

- **First contact:** the first recorded contact of a buyer with respect to a listing is permanent and unique per (listing, buyer) pair. Only messages within the Platform constitute recorded contact, and only the first message sent by the buyer can generate it; clicks to phone or WhatsApp remain as context, not as attributable contact. If the buyer had already contacted the selling party through the Platform before the first contact with the collaborator, that fact is recorded (date only) as part of the evidence file.
- **Transparency toward the buyer:** before sending their first message through a collaboration link, the buyer sees the notice "Your contact is recorded as referred by {agent}, who may also add you as a client in their CRM" (text shown in the app); sending the message after that notice constitutes acceptance of that record. To the listing owner, buyer contacts are shown pseudonymously (for example, "Buyer #3"), without revealing their identity.
- **Evidence file:** both parties to the Collaboration may consult the event log (acceptance, contacts, resets, expirations, terminations). Evidence records are retained even if the Collaboration ends and even if either party deletes their account, under the terms of the Privacy Policy. Terminations and expirations are recorded facts, never erased: the contact of a buyer whose attribution window has expired is shown as "Inactive: evidence kept".
- **Termination:** either party may end the Collaboration at any time from the Platform, unilaterally or by mutual agreement, for any cause, including the other party's breach or a case of force majeure or act of God; the other party is notified, and the evidence file records whether the termination was unilateral or by mutual agreement. The Collaboration also ends automatically when the listing is marked as sold or rented, is closed, is deleted, or is transferred, or when either party deletes their account. After termination, no new contacts or resets are recorded; subsequent activity remains only as context in the evidence file. Unanswered Collaboration requests expire after thirty (30) days.
- **Modification of conditions:** the conditions of an accepted Collaboration cannot be modified on the Platform. If the parties agree on different conditions, they may end the Collaboration and the collaborating Agent may request a new one on the same listing under the Commission Terms then in force, without needing to close the listing; buyers already recorded in the previous Collaboration remain associated with it. An agreement that the parties modify by their own means produces the effects that correspond at law between them, but it is not recorded on the Platform (section 11.3).
- **Order of precedence:** in the event of a discrepancy between the parties over the applicable conditions, and absent a valid later agreement concluded between them by their own means, the order of precedence is: (i) the Document in Custody confirmed by both parties, (ii) the listing's conditions fixed upon acceptance of the Collaboration, and (iii) the Platform's default conditions in force on that date, in their historical versions. The Spanish text of each document is the one that prevails.
- **Contract required:** if the listing's Commission Terms require a contract, the accepted Collaboration remains pending and is only activated once both parties have confirmed the corresponding Document in Custody (section 11).
- **Scope of the records:** the Platform's evidence records attest only to events that occurred within the Platform. The absence of a record does not prove the non-existence of contacts, dealings, or efforts carried out outside it, and the "Inactive: evidence kept" status describes

only the expiration of the recorded attribution window, without prejudging the rights the parties may have against each other through other avenues.

10.6 PORTA REAL's role in collaborations

PORTA REAL **records and evidences**; it does not verify, does not enforce, and does not arbitrate. PORTA REAL is not a party to collaboration or commission agreements between users, does not guarantee their fulfillment, does not intervene in the calculation, collection, or distribution of commissions, and will remain uninvolved in any dispute or legal proceeding between users arising from such agreements. Each party may request and obtain the evidence records to which it is a party (the recorded agreement, the events in the evidence file, and the Documents in Custody in which it participates) to assert them wherever appropriate. The records will be delivered in a readable format, including, where applicable, the digital fingerprint (SHA-256) of the delivered file, within no more than ten (10) business days of the request. PORTA REAL will only disclose records to third parties with the consent of the holder, pursuant to a reasoned order issued by a competent judicial authority, upon a requirement from an arbitral tribunal constituted in accordance with the law regarding a dispute between the parties to the relationship, or where they must be delivered under a constitutional or legal provision, under the terms of the order issued or those the law expressly indicates.

10.7 Demand Cohorts

Network Members may consult Demand Cohorts: anonymous, aggregated groupings of search alerts from buyers who chose to participate. Cohorts show only aggregated data about what is being sought, not about who is seeking it: the canton, the type of transaction (purchase or rental), the Property Type, a price range, a range of number of bedrooms, and a range of the number of interested buyers. They never show identities or personal characteristics (such as age, gender, place of residence, or marital status), and no grouping with fewer than five (5) buyers is published. An Agent may express interest in a cell of a Demand Cohort (a given combination of the criteria above); in that case, PORTA REAL notifies the matching buyers within the Platform (and by email, only if the buyer has email notifications enabled). The Agent **never** receives the buyers' identity or contact details; it is the buyers who decide whether to respond, and they can mute an Agent at any time. Expressing interest does not guarantee any response.

10.8 Effects of losing the subscription

Membership in the Network requires an active subscription that includes it. If your subscription (or your Agency's, when you act on the Agency's behalf) no longer includes the Network, the Network's features are suspended for you: you cannot publish Commission Terms, view off-market listings, initiate Collaborations, or consult Demand Cohorts. Your existing Alliances are not deleted, and either party may end them even without an active membership. The evidence files of your Collaborations and your Documents in Custody are retained and remain accessible to the parties pursuant to sections 10.5, 10.6, and 11.

11. DOCUMENT CUSTODY

11.1 What it is

Within an Alliance or Collaboration that requires a written contract (sections 10.3 and 10.5), the parties use the Document Custody service: a space to safeguard the contractual document both have already signed by their own means. Custody operates only when the relationship requires a contract; if it does not, the Platform neither requests nor stores documents. Only the contract already signed by the parties may be uploaded, as a PDF, JPG, or PNG file of up to ten (10) megabytes; PORTA REAL does not generate summaries, templates, or documents for signature. There is a single document in force per relationship.

11.2 PORTA REAL is a custodian, never a party

PORTA REAL acts solely as **custodian**: it stores the document the parties upload and records their confirmations. PORTA REAL does **not** offer electronic signature, does **not** provide templates or contractual advice, does **not** verify the authenticity, legal integrity, validity, or content of the document, or the identity or capacity of the signatories, and is **not** a party to the contract held in custody. Upon upload, the Platform calculates and shows both parties the document's digital fingerprint (SHA-256), which serves as an integrity anchor: it makes it possible to verify that the file has not changed since it was uploaded.

11.3 Confirmation and activation

When the Alliance or Collaboration requires a contract, it remains pending until both parties confirm the document. While it is pending, either party may upload the already-signed document. Each party must then confirm it through a first-person declaration ("I confirm this is the document we agreed on"); the confirmation is a statement by the party, not a verification by PORTA REAL. Upon the second confirmation, the document becomes **active and immutable** and the relationship is activated: the document can no longer be modified or replaced. While any confirmation is missing, the document may be replaced; the replacement creates a new record (the previous one remains recorded as superseded, never deleted) and confirmations do not carry over: both parties must confirm the new document.

Document Custody offers no mechanism to modify or replace the document once it is active. If the parties later modify their agreement by their own means, that modification produces the effects that correspond at law between them, but it is not safeguarded in Custody; the order of precedence in section 10.5 expressly recognizes the valid later agreement concluded between the parties.

11.4 Access and access log

Access to a Document in Custody through the Platform is limited **exclusively to the two parties to the relationship**, without prejudice to the provisions of section 11.5 and to technical access by PORTA REAL's authorized staff under the terms of the Privacy Policy. Every access (upload, confirmation, download) is logged. Downloads are always delivered as a downloadable file, through download links generated for each access; the document is never displayed embedded in the Platform.

11.5 Disclosure to third parties

PORTA REAL does not disclose Documents in Custody to third parties. It will only do so with the consent of the holder, pursuant to a reasoned order issued by a competent judicial authority, upon a requirement from an arbitral tribunal constituted in accordance with the law regarding a dispute between the parties to the relationship, or where the data must be delivered under a constitutional or legal provision, under the terms of the order issued or those the law expressly indicates.

11.6 Retention

Documents in Custody and their confirmation and access records are retained for **five (5) years from the end of the relationship** (Alliance or Collaboration) to which they belong, even if either party deletes their account, so that the evidence remains available to the parties.

Once the period has expired, PORTA REAL will permanently delete the documents and their records, in accordance with the Privacy Policy. Each party is responsible for downloading and keeping their own copies if they expect to need them for longer periods, for example while longer limitation periods applicable to their relationship are running.

11.7 Legal nature of the service

The Document Custody service and the Platform's evidence records constitute electronic documents and records with the evidentiary value that Costa Rican law grants to electronic documents.

PORTA REAL is not a certifier registered with the Dirección de Certificadores de Firma Digital and does not provide digital signature certification services or certified timestamping services. Consequently, neither the digital fingerprint (SHA-256), nor the parties' confirmations within the Platform, nor the recorded dates generate by themselves the presumptions of authorship and integrity that belong to a certified digital signature (articles 8 through 10 of Ley N.° 8454). The recorded dates and times correspond to the clocks of PORTA REAL's systems.

When the parties sign a Document in Custody with a certified digital signature, that document will have the effects that Ley N.° 8454 grants to such a signature; PORTA REAL will limit itself to keeping it in custody and will not verify or guarantee the validity of the signatures.

Where the law requires a specific formality for an act or contract, the use of the Platform does not replace it, and it is for the parties to comply with it.

12. CRM AND AGENT CLIENT DATA

12.1 The CRM

The Platform offers Agents and Agencies a CRM: a tool to manage clients, negotiation stages, notes, tasks, and appointments. Stages, notes, and tasks are the Agent's internal working data and are **never** visible to the client.

12.2 Types of clients

- **Linked client:** a real User of the Platform. Their personal data remains that of their account and is not duplicated in the CRM.
- **Manual client:** a person outside the Platform whose data the Agent enters themselves.

- **Historical record:** if a client deletes their account or the Agent deletes the client, the identity disappears and only the management history is retained, without identifiable data.

12.3 Responsibility for client data

Agent's Clients are clients **of the Agent** (or of the Agency), not of PORTA REAL. Regarding manual client data and the stages, notes, tasks, and appointments the Agent records about any client, including linked clients:

- The Agent declares and warrants that they obtained the data lawfully and by their own means, that they hold the consent of the data subject to process it in accordance with Ley 8968, and that they informed the person about such processing where required. The Agent is the **controller** of that data.
- PORTA REAL acts as processor, under the terms of the Reglamento a la Ley N.° 8968 (the regulations to Costa Rica's data protection law), with respect to the processing of that data, limited to the storage and status management the CRM provides. In that capacity, PORTA REAL: (a) processes the data solely to provide the service and in accordance with the instructions the Agent executes through the tool; (b) does not use the data for its own purposes; (c) applies reasonable technical and organizational security measures; (d) keeps the data confidential; (e) does not transfer or disclose the data, except on the Agent's instruction or where required by law; and (f) deletes the data upon termination of the relationship or on the Agent's instruction, unless the law requires it to be retained. For the provision of the service, PORTA REAL subcontracts only the cloud infrastructure providers identified in section V of the Privacy Policy, who are bound by confidentiality and security obligations equivalent to those provided for in this section. By using the CRM, the Agent authorizes such subcontracting. PORTA REAL will give notice of any change in those providers by updating the Privacy Policy.
- Upon deletion of a client or of the Agent's account, PORTA REAL deletes the identifiable data pursuant to section 12.2 and the Privacy Policy.
- The Agent agrees to personally handle the access, rectification, and deletion requests their clients raise with them, and to indemnify PORTA REAL against claims arising from data entered without the consent of the data subject.
- PORTA REAL will notify the Agent by email, without undue delay from the moment it becomes aware, of any security breach affecting their manual clients' data, with the available information on its nature and scope, so that the Agent can fulfill their own notification duties under Ley 8968 and its regulations; it will provide the Agent reasonable cooperation, in whatever technically depends on the Platform, to handle the access, rectification, or deletion requests their clients raise with them; and, upon termination of the service or deletion of the account, it will delete the identifiable data pursuant to section 12.2 and the Privacy Policy, except where a legal retention obligation applies.

12.4 Portfolio ownership: Agent and Agency

Clients created while acting on behalf of an Agency belong to the Agency's portfolio; clients created in a personal capacity belong to the Agent and accompany them if they change Agency. If an Agent leaves an Agency, the clients in the Agency's portfolio remain with the Agency. PORTA REAL applies these rules according to the context recorded when each client was created (in a personal

capacity or on behalf of the Agency) and does not arbitrate disputes between Agents and Agencies over portfolio ownership.

12.5 Visits

Interested persons may request visits to a property through the Platform. When the Agent confirms a visit request, the requesting person is registered as a linked client in the Agent's CRM for the management of that visit, as described in the Privacy Policy.

12.6 Google Calendar integration

When this feature becomes available, the Agent will be able to optionally connect their Google calendar to sync appointments and visits. The connection will require the Agent's express authorization with Google, may be revoked at any time, and will additionally be governed by Google's terms and policies.

13. AGENCIES AND AGENTS

13.1 Agency profile

Agencies have a public profile on the Platform (name, logo, description, contact information, address, and social media). The creation of Agencies is subject to PORTA REAL's approval. To create the profile, the Agency must provide PORTA REAL, during the onboarding process, with real, complete, up-to-date, and verifiable information, which will include at a minimum:

(a) If a natural person: full name, identity card (cédula de identidad) number or, in the case of foreign nationals, migration identity document (DIMEX) or passport number, physical address, and contact details.

(b) If a legal person: corporate name, trade name if any, cédula jurídica (corporate ID) number, registered office, physical place of business if different, contact details, and the name and identification number of its legal representative.

PORTA REAL may request documentation supporting this information and will not approve profiles whose information cannot be verified. The Agency undertakes to keep this information and that of its profile up to date; false, incomplete, or outdated information entitles PORTA REAL to suspend or remove the profile pursuant to sections 14.5 and 15.

The profile publicly shows the Agency's name or trade name, its logo, its description, and the contact details, address, and social media it decides to publish. The ID number, the legal representative's details, and the supporting documentation are used solely to verify the profile and are not shown publicly.

13.2 Roles and powers

Each Agency has members with roles of **owner**, **administrator**, or **agent**, in that hierarchical order. The owner and administrators may manage the Agency's profile, members, subscription, and listings. Whoever accepts a role in an Agency acknowledges that persons with higher roles may carry out such management in accordance with these terms.

The terms "owner", "administrator", and "agent" used in this section designate internal Agency roles and must not be confused with the "Owner" of a Property or the "Agent" defined in section 2.

13.3 Invitations

Agencies invite their members by email. The invited person may not yet be a user of the Platform.

When sending an invitation, the Agency, as controller of the invited person's personal data, declares that it has that person's consent to provide their email address to PORTA REAL for the purpose of sending them the access invitation, and undertakes to prove it when PORTA REAL or the competent authority so requests.

The invited person's email address is used solely to deliver the invitation and manage its acceptance or expiration. If the invitation is not accepted within the seven (7) calendar days following its sending, it expires and can no longer be used, and PORTA REAL undertakes to delete the invited person's email address within the six (6) months following the expiration, unless that person is already a user of the Platform. In all other respects, its processing is governed by the Privacy Policy.

The Agency is answerable to PORTA REAL and to third parties for invitations sent without the consent of the data subject.

13.4 Acting on behalf of the Agency

When a member acts "on behalf of" their Agency, the listings, collaborations, and clients they create in that context are attributed to the Agency (sections 10.1 and 12.4), and the available features are determined by the Agency's subscription.

13.5 Agent contact card and assignment to listings

Upon accepting the invitation, the Agent completes their contact card (email, phone, photograph, and their WhatsApp preference), which is shown on the Agency's profile and on the listings assigned to them. The assignment of an Agent to a listing is carried out by the listing's owner or the Agency's administrators; **by joining an Agency you consent to appearing, with your contact card, on the Agency's listings to which you are assigned**. Upon leaving an Agency, your card is deleted along with the relationship; your name may remain temporarily on already-published listings, until the next edit of each listing.

13.6 Agency subscription

Agency subscriptions include a number of seats for members and a shared pool of listings, according to the contracted plan (section 8). Management of the subscription falls to the Agency's owner and administrators; its cancellation is requested by writing to **soporte@porta.cr** (section 8.5).

13.7 Agency Holder

Every Agency account is contracted by a specific natural or legal person (the "Agency Holder"), who is answerable to PORTA REAL for the payment of the Agency's subscription, for the truthfulness of its profile information, and for compliance with these terms in the actions carried out on behalf of the Agency. Acts that members carry out "on behalf of" the Agency (section 13.4) are attributed to the Agency Holder, without prejudice to the personal liability of whoever performs them.

14. ACCOUNT, SECURITY, AND VERIFICATION

14.1 The Platform is publicly accessible; however, to use all of its features you must create an account, providing complete, truthful, and up-to-date information. You agree not to create false profiles or supply incorrect, misleading, or unauthorized information.

14.2 You are responsible for maintaining the confidentiality of your access credentials and for the activity carried out from your account. You will not be held responsible for activity carried out by third parties without your authorization when it results from a security failure attributable to PORTA REAL or to its authentication providers, nor for activity after the moment you have notified us at **soporte@porta.cr** of the unauthorized use or compromise of your credentials. We ask that you notify us immediately of any unauthorized use of your account.

14.3 PORTA REAL may implement identity verification processes, especially for Publishing Users. If false, misleading, or unauthorized information is detected, the User will be notified and will have seventy-two (72) hours to remedy the situation. Failing that, PORTA REAL may suspend or cancel the account temporarily or permanently.

14.4 PORTA REAL may offer, through specialized providers, background checks for Agents and Agencies wishing to substantiate their track record. **This service is not active at this time**; when it is enabled, it will be carried out only with the express consent of the person being verified and in accordance with the Privacy Policy.

14.5 The following are grounds for suspension or cancellation:

- Providing false or incomplete information.
- Improper use pursuant to section 15.
- Breach of these Terms and Conditions.
- Any conduct affecting the security, integrity, or operation of the Platform or of other Users.

Suspension or cancellation based on the grounds above does not give rise to a right to a refund of the current period. However, if, following your clarification or the internal review, the suspension is determined to have been unwarranted, PORTA REAL will restore the account and extend the active paid services for a time equivalent to that of the suspension or, at your choice, refund the proportional part pursuant to section 8.5.

15. PROHIBITED USES OF THE PLATFORM

You agree to refrain from engaging in the following activities, which are expressly prohibited:

- Providing false, incomplete, or misleading information, including creating fake accounts or impersonating others.
- Using the Platform fraudulently: improper access to or manipulation of systems, installation of viruses or malware, use other than as intended.
- Sharing content that is offensive, violent, discriminatory, obscene, defamatory, or that infringes third-party rights.

- Engaging in conduct that undermines the physical or moral integrity, life, safety, or reputation of any person.
- Using scraping, bots, or any automated data-extraction mechanism without authorization. Indexing carried out by the search engines and artificial intelligence assistants that PORTA REAL expressly authorizes as part of the distribution service (section 7.1) is not considered covered by this prohibition.
- Impersonating others or acting on behalf of third parties without authorization.
- Collecting, storing, disclosing, or transferring other users' personal data without their express consent.
- Providing the Platform with email addresses or other data of third parties (for example, to share a collection) without the authorization of the data subject.
- Disclosing, publishing, or using outside their purpose the Commission Terms or other confidential Network information (section 10.2).
- Manipulating or falsifying Collaboration evidence records, Document in Custody confirmations, or the Network's attribution mechanisms.
- Attempting to re-identify persons from Demand Cohorts or from any other aggregated data of the Platform.
- Systematically reproducing, extracting, or reusing the Listings or substantial parts of the Platform's database, by automated or manual means, to create, feed, or enrich your own or third-party services, without PORTA REAL's written authorization.
- When the reviews feature becomes available: publishing false reviews or reviews without real experience with the agent or service reviewed, offering or accepting them in exchange for payment or other advantage, or using them to manipulate your own or others' reputation.

If we identify any of these actions we will inform you and you will have seventy-two (72) hours to clarify. In the event of a breach we will proceed to suspend or cancel your account and take the corresponding legal measures.

16. INTELLECTUAL PROPERTY

16.1 Unless otherwise indicated, we own or hold the necessary licenses to use all intellectual property rights associated with this site, including copyrights, trademarks, trade names, domains, designs, images, software, databases, and the site's look and feel. This also includes any application, renewal, or extension of these rights, as well as any equivalent form of protection that may arise in the future. All content, site features, and materials published here are protected by national and international intellectual property laws and treaties.

16.2 Without express written authorization, you may not:

- Reproduce, copy, modify, publish, or distribute the site's contents.
- Create derivative works.
- Access or decompile the source code, or attempt to integrate it into another site or software.
- Use the site for purposes unrelated to the services offered.

- Carry out malicious activities (penetration testing, hacking, DoS attacks).

16.3 Your content remains yours. All User Content you upload to the Platform remains your property: you retain all intellectual property rights over it, without prejudice to the license you grant PORTA REAL pursuant to section 16.4.

16.4 License you grant us.

(a) License of use for the provision of the service. By uploading, loading, or transmitting User Content, you grant PORTA REAL a non-exclusive, royalty-free, worldwide license to host, store, reproduce, and technically adapt that content (for example: backups, thumbnails, format conversions, and web-optimized versions), solely to the extent necessary to operate the Platform Services, including the retention of the evidence records and of the Documents in Custody pursuant to sections 10 and 11.

(b) Public distribution license. Additionally, and solely with respect to the content you publish with public visibility (your public Listings, your public profile and, where applicable, your Agency's profile and closed-transactions showcase), you grant PORTA REAL a non-exclusive, royalty-free, sublicensable, worldwide license to reproduce, adapt (for example: crops, social media cards, and promotional creatives), translate, publicly communicate, and distribute that content, including its delivery to search engines, assistants and artificial intelligence systems, and social platforms, for the purpose of operating and promoting the Platform Services and the visibility of your listings.

(c) Non-public content. Internal messaging messages, Documents in Custody, CRM data and attachments, Commission Terms, and listings in "Network only" mode are covered solely by the license of use for the provision of the service in paragraph (a) and never by the distribution license in paragraph (b).

(d) Term. These licenses remain in effect while the content remains published or stored on the Platform. After unpublishing or deletion: (i) the license of use for the provision of the service survives with respect to backups during their ordinary rotation cycle, and with respect to the evidence records and Documents in Custody during the retention periods of section 11.6 and of the Privacy Policy; (ii) deliveries and sublicenses already made under paragraph (b) are not revoked retroactively, and copies held by third parties are governed by section 7.5, without PORTA REAL generating new distribution uses of the unpublished content; and (iii) in all other respects, the licenses terminate.

(e) Moral rights. The adaptations described in this section are technical and format modifications that you expressly and specifically authorize. Nothing in these terms constitutes an assignment or waiver of your moral rights of authorship, which are non-waivable under Ley N.° 6683 (Costa Rica's copyright law); however, you consent to the content being displayed without an indication of authorship where the format of the distribution surface does not reasonably allow it, and you declare that whoever created the content on your commission granted the equivalent authorizations.

16.5 Any content you upload remains yours: you retain all intellectual property rights over it, without prejudice to the license of use you grant PORTA REAL pursuant to section 16.4 to operate and distribute the Platform. Before uploading content, verify that you have permission to use it. PORTA REAL is not responsible for the information you choose to include.

16.6 If you believe any content infringes your intellectual property rights, write to us at **soporte@porta.cr**. Your claim must precisely identify the content, reasonably substantiate your

ownership, and provide your contact details. We will confirm receipt within no more than seventy-two (72) hours and resolve the claim within no more than five (5) business days. PORTA REAL may preventively remove or disable the reported content, notify whoever published it so they can state their position, and maintain the removal or restore the content according to the outcome of the review.

17. COMMUNICATIONS AND NOTIFICATIONS

17.1 The Platform's communications are divided into three levels, aligned with those described in our Privacy Policy:

- **Essential:** communications necessary to operate your account and your contractual relationship with PORTA REAL, which cannot be disabled: security and account management emails (email verification, password reset, and security notices), transactional billing emails (payment instructions, confirmation of payment received, and notice when a payment could not be confirmed), invitations (when an Agency invites you to join or someone shares a collection with you), referral program notices about benefits already granted, and legal notices (including notifications of changes to these terms).
- **Operational:** notifications about your listings, search alerts, messages received, and other service activity and, when they are enabled, those relating to appointments, collaborations, and the other professional features. You can adjust your preferences by category from your account settings.
- **Marketing:** commercial or promotional communications that are only sent if you checked the corresponding box (opt-in). PORTA REAL does not send unsolicited commercial emails, and you can unsubscribe at any time from your account settings.

17.2 The communication channels are the registered email address, notifications within the Platform, and, when enabled and accepted by you, WhatsApp messages.

17.3 Official communications between the User and PORTA REAL will take place through the channels enabled on the Platform. You can contact us via WhatsApp at +506 8612-9861 or at the email address **soporte@porta.cr**. PORTA REAL will send its notifications to the registered email address or through notices within the Platform. We will confirm receipt of your inquiries and requests within no more than seventy-two (72) hours and, in the case of requests concerning your account or your personal data, we will resolve them within no more than five (5) business days.

18. DATA PROTECTION AND EXTERNAL LINKS

18.1 When using our site you may share confidential information or personal data. The processing of your personal data is governed by our **Privacy Policy**, drawn up in accordance with Ley 8968 and its regulations, which we invite you to consult.

18.2 On the site you may find links to external pages. PORTA REAL is not responsible for the services, contents, privacy policies, or terms of use of those pages. It is your responsibility to review them before using them.

18.3 These Terms and Conditions, the Privacy Policy, and the Cookie Policy make up the contractual framework for the use of the Platform. In the event of a contradiction between them, the Privacy

Policy will prevail in matters relating to the processing of personal data, the Cookie Policy in matters relating to cookies and storage technologies, and these Terms and Conditions in everything else.

18.4 These Terms and the Platform's other legal documents are drafted and accepted in Spanish. The translations into other languages that the Platform displays are provided solely as an informational courtesy; in the event of any divergence or doubt of interpretation, the Spanish version always prevails.

19. MODIFICATIONS TO THE TERMS

19.1 We may modify these conditions when there is a reasonable cause, including, among others: changes in applicable law or requirements from a competent authority; changes in PORTA REAL's business model or commercial operation; the addition, modification, or discontinuation of features, plans, or services; price adjustments; technical or security reasons; or drafting corrections and clarifications that do not reduce your rights.

19.2 When we do, we will publish the updated version on our site with the date of the last modification, show a notice of the upcoming version on the pages of these documents, and notify you at your registered email address at least ten (10) business days before the date the changes take effect. During that period, the previous version will continue to apply.

19.3 If you do not agree with a modification, you may cancel your subscription at any time before it takes effect (section 8.5). When the modification affects the conditions or the price of your plan, expands the processing of your personal data or the scope of the licenses over your content, or reduces your rights or expands your obligations, we will ask you to expressly accept the new version before continuing to use the features that require an account (section 4.3). If a modification of this kind affects a paid service already contracted and you do not accept it, you may cancel that service and will be entitled to a proportional refund of the period paid for and not enjoyed, pursuant to section 8.5.

19.4 Price changes never apply to a period already paid for: they take effect only from the next renewal onward, subject to the prior notification indicated in this section.

19.5 If you have an account, the new version will apply to you from the moment you expressly accept it pursuant to section 4.3; until you accept it, you will not be able to use the features that require an account, and you retain the rights in section 19.3. For those who use the Platform without an account, continuing to use it after a modification notified in accordance with this section takes effect implies accepting the conditions in force at that time.

20. SITE AVAILABILITY

20.1 PORTA REAL makes reasonable efforts to keep the Platform continuously available; however, it does not guarantee uninterrupted or error-free availability of the service. The Platform may be temporarily suspended or limited for maintenance (which we will endeavor to announce reasonably in advance), technical updates, security reasons, or events beyond our reasonable control.

20.2 If an interruption attributable to PORTA REAL significantly affects a paid service (for example, your subscription or an active Featured Listing), you will be entitled to an extension of the service for

a time equivalent to that of the impact or, if the extension is not possible, to a proportional refund pursuant to section 8.5.

20.3 If PORTA REAL were to decide to permanently discontinue the Platform or any of its paid services, we will inform you at least thirty (30) calendar days in advance and refund you the proportional part of any period paid for and not enjoyed.

20.4 Except as provided in this section and without prejudice to section 21.5, PORTA REAL will not be liable for damages arising from interruptions caused by force majeure, acts of God, or acts of third parties beyond its reasonable control.

21. LIMITATION OF LIABILITY

21.1 PORTA REAL acts solely as a technology intermediary. It does not guarantee the truthfulness, accuracy, legality, or currency of listings published by third parties. The Publishing User is solely responsible for the content they publish, including content generated or extracted with artificial intelligence tools they chose to apply (section 5.4).

21.2 PORTA REAL is not a party to transactions, negotiations, or agreements between users, including the Network's collaboration and commission agreements and the contracts safeguarded in Document Custody, and therefore assumes no liability for obligations, disputes, or damages arising from such relationships (sections 10.6 and 11.2). For complaints or claims, write to us at **soporte@porta.cr**: we will confirm receipt and begin the investigation within no more than seventy-two (72) hours.

21.3 To the maximum extent permitted by Costa Rican law, PORTA REAL will not be liable for indirect, incidental, or consequential damages, lost profits, loss of business, opportunities, reputation, or data, arising from the use of or inability to use the Platform.

21.4 To the maximum extent permitted by Costa Rican law, PORTA REAL's total and cumulative liability toward a User, for any cause related to the Platform, will not exceed the total amount actually paid by that User to PORTA REAL during the twelve (12) months preceding the event giving rise to the claim. This limit does not apply to the cases in section 21.5 or to the liability that Ley N.° 7472 or another mandatory rule imposes on PORTA REAL toward consumers.

21.5 Nothing in this section limits or excludes PORTA REAL's liability in cases of willful misconduct or gross negligence, or the non-waivable rights that Costa Rican law, including Ley 7472 de Promoción de la Competencia y Defensa Efectiva del Consumidor (Costa Rica's consumer-protection law), grants to consumers.

22. FINAL PROVISIONS

22.1 Severability of clauses. If any provision of these Terms is declared invalid, illegal, or unenforceable by a competent authority, it will be deemed severable and will not affect the validity of the remaining provisions, which will remain in full force. The affected provision will be interpreted or replaced, to the extent possible, by one that produces similar effects and reflects the original intention of the parties. Section headings are included for convenience only and do not affect the interpretation of these Terms.

22.2 Survival. The termination of your account or of these Terms, whatever its cause, does not affect the continued force of the provisions that by their nature should survive, including: sections 7 and 16.4 (the latter under the terms of its paragraph (d), on term), sections 10.5 and 10.6 (evidence records), section 11 (Document Custody and its retention), the indemnity and liability obligations (sections 5.4, 7.3, 7.7, 12.3, and 13.3), section 21 (limitation of liability), and section 23 (applicable law and dispute resolution).

22.3 Assignment and entire agreement. You may not assign your contractual position under these Terms without PORTA REAL's prior consent. PORTA REAL may assign these Terms to a company in its group or to the acquirer of all or a substantial part of its business, notifying you pursuant to section 17; if the assignment were to materially affect your rights, you may close your account. These Terms, together with the Privacy Policy and the Cookie Policy, constitute the entire agreement between you and PORTA REAL regarding the use of the Platform and supersede any prior communication on that matter.

23. APPLICABLE LAW AND DISPUTE RESOLUTION

23.1 These Terms are governed in all respects by the laws in force in the Republic of Costa Rica.

23.2 In the event of any controversy, dispute, or claim, we invite you to contact us first at **soporte@porta.cr** to seek a direct solution. Likewise, the parties may submit the controversy, by mutual agreement and voluntarily, to conciliation pursuant to Ley N.° 7727 de Resolución Alterna de Conflictos y Promoción de la Paz Social (Costa Rica's alternative dispute resolution law), before an authorized center. Recourse to these mechanisms is optional and is not a precondition for turning to any other avenue.

23.3 Nothing in these Terms limits or conditions your right, as a consumer, to turn at any time to the Comisión Nacional del Consumidor (CNC, Costa Rica's National Consumer Commission — the administrative avenue, pursuant to Ley N.° 7472), or the right of any person to turn to the Agencia de Protección de Datos de los Habitantes (PRODHAB, Costa Rica's data-protection authority) in personal data matters, or access to the courts of justice of the Republic of Costa Rica, which will be the ones competent to hear any controversy not resolved by other means.

23.4 When the controversy arises exclusively from the Platform's professional layer (sections 10 through 13) between PORTA REAL and a user acting for business or professional purposes (an Agent or an Agency), the parties may agree to arbitration through a later, separate written agreement, which will designate the authorized center, the applicable rules, the seat, and the number of arbitrators.