



Terms and Conditions / Master Service Agreement Tesoro CRM

1. Parties, acceptance and B2B character

1.1 These terms apply between **Codificamos S.L.** (“Tesoro”, “we”) and the business customer (real estate agency or real estate professional) (“Customer”).

1.2 **The Service is exclusively intended for business use (B2B).** Upon registration the Customer declares to be acting in the exercise of a profession or business and provides a valid **VAT/CIF/NIF number**.

1.3 Acceptance takes place by checking “I agree to the terms” upon registration (clickwrap) or by use of the Service. We record the time, the version and the acceptance.

2. Definitions

“Service” = the Tesoro CRM platform; “Customer Data” = personal data and other data that the Customer enters or has processed; “DPA” = the data processing agreement (Annex A); “Documentation” = the official manual/help documentation.

3. The Service

3.1 Tesoro provides a cloud CRM for real estate professionals (relationship/lead/deal management, property matching, communication via email/phone/WhatsApp, customer portal, AI-assisted translation of real estate texts).

3.2 We grant the Customer a non-exclusive, non-transferable **right of use** of the Service for the duration of the agreement. All IP rights in the Service remain with Codificamos.

4. Accounts and acceptable use

4.1 The Customer is responsible for the confidentiality of login credentials and for activities under their account, and reports unauthorized access without delay.

4.2 The Customer shall not use the Service for unlawful purposes, infringement of third-party rights, distribution of malware, or attempts at unauthorized access. Use is also subject to the **Fair Use Policy**, which forms part of these terms.

5. Subscription, price and payment

5.1 The Service is offered on a subscription basis at €99/month per office, up to 10 users, invoiced monthly in advance via our payment provider (Stripe).

5.2 The subscription **renews automatically** for the same period until cancellation. The Customer may cancel at any time effective at the end of the current period.

5.3 Price changes are announced at least **30 days** in advance; the Customer may cancel before they take effect.

5.4 A free 14-day trial without a card converts into a paid subscription after it ends unless cancelled before the end; we send a reminder in advance.

6. Data protection

6.1 The Customer is the controller for the Customer Data; Tesoro processes it as a processor in accordance with the **data processing agreement (DPA), Annex A**, which forms an integral part of this agreement and, in case of conflict regarding personal data, prevails.

6.2 The Customer warrants a valid legal basis for the data it processes via the Service, and for properly informing its own data subjects.

7. Ownership and export of Customer Data

7.1 All Customer Data remains the property of the Customer. Tesoro claims no ownership of contacts, properties or other Customer Data.

7.2 The Customer can export its data in CSV/JSON. After termination, the export and deletion regime of **§11 and the DPA** applies.

8. Availability (SLA)

8.1 We aim for an availability of 99.9% per month, excluding planned maintenance (announced in advance), force majeure and disruptions beyond our control (e.g. upstream providers).

8.2 Availability is a best-efforts obligation; planned maintenance is announced in advance, and disruptions are remedied as quickly as possible.

9. Warranties and disclaimers

9.1 Tesoro warrants that the Service substantially functions in accordance with the Documentation.

9.2 For the rest, the Service is provided “as available”; implied warranties are excluded to the extent permitted by law.

9.3 **AI features** (translation/rewriting of real estate texts) are **decision-supporting**; the Customer remains responsible for the accuracy and use of the output. See the AI governance annex.

10. Liability

10.1 Tesoro’s total liability is limited to the fees paid by the Customer in the **12** months prior to the event. Indirect or consequential damage is excluded.

10.2 **Nothing in these terms limits or excludes:** liability for intent or willful recklessness/gross negligence, for death or personal injury, liability that under mandatory law (including **art. 82 GDPR**) cannot be limited, or the indemnification/IP infringement obligations.

11. Term, termination and data deletion

11.1 The agreement runs until cancellation in accordance with §5. We may suspend or terminate the account in the event of material breach or fraudulent use, after reasonable notice where possible.

11.2 **After termination** the Customer retains access for **30 days** to export its data. Thereafter we delete the Customer Data within **30 days** (backups on a rolling cycle of **90 days**), subject to statutory retention obligations – in accordance with the DPA.

12. Indemnification

12.1 The Customer indemnifies Tesoro against third-party claims arising from the Customer Data or from breach of these terms by the Customer.

12.2 Tesoro indemnifies the Customer against claims that the Service infringes third-party IP rights, under the usual conditions and subject to §10.

13. Changes to the terms

These terms and the accompanying documents (Privacy Statement, Data Processing Agreement, Fair Use Policy) always apply in their **then-current, published version**; that current version forms the basis of the agreement between the parties. Codificamos expressly reserves the right to **amend** the content at any time. **Material changes** (price, liability, data processing) are announced at least **30 days** in advance by email, with the right to cancel before they take effect. Continued use after they take effect constitutes acceptance of the amended version.

14. Force majeure

Neither party is liable for failures due to circumstances beyond reasonable control (including disruptions at upstream suppliers).

15. Miscellaneous

Transfer/assignment ; notices ; entire agreement; **severability** (the invalidity of one provision leaves the rest intact); **order of precedence**: the DPA prevails for personal data, otherwise these terms prevail over annexes.

16. Applicable law and competent court

This agreement is governed by **Spanish law**. Disputes are submitted to the competent court in **Alicante**, without prejudice to mandatory jurisdiction rules.

Annexes: A – Data Processing Agreement (DPA) · B – Fair Use Policy · C – AI governance.

Codificamos S.L.