

End User License Agreement and Terms of Service

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ParcelDossier is a property assessment service provided by Cheppers Zrt., and this End User License Agreement and Terms of Service is the Terms of Service of record for every transaction concluded through AWS Marketplace for ParcelDossier.

1. Definitions

1.1 “Provider” means Cheppers Zrt., a company incorporated in Hungary, acting as the seller of record for the Service in AWS Marketplace.

1.2 “Customer” means the legal entity that subscribes to the Service through AWS Marketplace, together with any person who accesses the Service using credentials issued to that entity.

1.3 “Service” means ParcelDossier, comprising the documented “/v1” application programming interface, the assessment processing the Provider performs on data submitted through it, the Output it returns, and the tenant console made available with it.

1.4 “Assessment” means a single processing run performed by the Service on one Assessment Context.

1.5 “Assessment Context” means the property payload the Customer submits to the Service. It is shaped according to RESO Data Dictionary 2.0 field naming and includes any “Media[]” photo URLs the Customer supplies.

1.6 “Submitted Data” means all data that the Customer, or any person acting on the Customer’s behalf, transmits to the Service or makes available to it, including every Assessment Context and any content the Service retrieves from a “Media[]” URL supplied by the Customer.

1.7 “Output” means the result the Service returns for an Assessment, including per-Dimension values, coverage and confidence values, the evidence ledger, Open Items, and any narrative text.

1.8 “Dimension” means a separately computed and separately metered component of an Assessment, as published in the Provider’s documentation and in the Service’s AWS Marketplace listing.

1.9 “Open Item” means a question that the Service identifies as material to the assessed property but that it could not resolve from the information available to it.

1.10 “De-identified Aggregate Data” has the meaning given in clause 10.2 and is subject in full to clause 10.

1.11 “AWS Marketplace” means the Amazon Web Services digital catalog through which the Customer subscribes to the Service, together with the AWS Marketplace terms that apply to the Customer as a buyer and to the Provider as a seller.

1.12 “Agreement” means this End User License Agreement and Terms of Service, as amended in accordance with clause 17.

2. Order of precedence and relationship to AWS Marketplace terms

2.1 This Agreement governs the Customer’s use of the Service and the Provider’s handling of Submitted Data and Output.

2.2 The Customer’s commercial terms, including subscription, entitlement, metering, billing,

invoicing, cancellation, and refunds, are governed by AWS Marketplace and by the Provider's published refund policy. This Agreement does not restate those terms and does not vary them.

2.3 Where a term of this Agreement conflicts with a mandatory AWS Marketplace seller or buyer term, the AWS Marketplace term prevails to the extent of the conflict. Nothing in this Agreement reduces, waives, or overrides a right that AWS Marketplace grants the Customer as a buyer.

2.4 The Provider's published product documentation, including the API reference and the description of Dimensions, is incorporated into this Agreement by reference. Where the documentation conflicts with the body of this Agreement, the body of this Agreement prevails, subject always to clause 2.3.

3. Licence grant and permitted use

3.1 Subject to this Agreement and to payment of the applicable fees through AWS Marketplace, the Provider grants the Customer a non-exclusive, non-transferable, non-sublicensable right, for the duration of the subscription term, to submit Assessment Contexts through the documented "/v1" API and to receive and use the Output.

3.2 The Customer may use the Output internally and may incorporate the Output into the Customer's own client-facing work product, provided the Customer complies with clauses 7 and 8 and does not present the Output in a manner inconsistent with clause 8.

3.3 The Customer may not resell, sublicense, rent, lease, or otherwise redistribute the Service itself, and may not provide access to the Service to any third party except as a component of the Customer's own work product under clause 3.2.

3.4 The Customer may not use the Output, in whole or in part, to construct, train, benchmark, or operate a competing automated valuation or property-assessment service, including by systematic or bulk extraction of Output.

3.5 API credentials are issued per tenant. The Customer must keep its credentials confidential, must not share them outside its own organization, and is responsible for all activity conducted with them until it reports their compromise to the Provider.

3.6 All rights not expressly granted in this clause 3 are reserved to the Provider. The Provider retains all right, title, and interest in the Service, its underlying models, prompts, data pipelines, and documentation.

4. Submitted Data: ownership and permitted use

4.1 As between the parties, the Customer retains all right, title, and interest in Submitted Data. This Agreement transfers no ownership of Submitted Data to the Provider.

4.2 The Provider uses Submitted Data solely to perform the Service for the Customer that submitted it, and for no other purpose. This clause 4.2 is subject only to clause 10.

4.3 Submitted Data from one Customer is never used to perform the Service for another Customer. The Provider maintains no cross-customer cache, index, or memory that is written from one Customer's Submitted Data and read while serving another Customer.

4.4 The Provider does not sell, license, or disclose Submitted Data to any third party, other than to the sub-processors the Provider names in its published data-handling disclosure, each acting on the Provider's documented instructions.

4.5 Each sub-processor is bound by written obligations no less protective than those in this clause 4 and in clause 15. The Provider remains responsible for the acts and omissions of its sub-processors in relation to Submitted Data.

4.6 The Provider does not use Submitted Data to train, fine-tune, or otherwise adapt any general-purpose model, and does not permit its sub-processors to do so.

5. Customer rights attestation

5.1 The Customer warrants, on and in respect of each submission, that:

5.1.1 it holds all rights, licences, consents, and permissions necessary to submit the Submitted Data to the Provider for processing under this Agreement;

5.1.2 the submission does not breach any MLS licence, listing portal terms of use, data-licence agreement, syndication agreement, or other agreement to which the Customer is subject;

5.1.3 any “Media[]” URL it supplies points to content that the Customer is entitled to have fetched, stored for the duration of the Assessment, and analysed by an automated service acting on the Customer’s behalf;

5.1.4 it has obtained any consent or authorization required from the property owner, from the Customer’s own client, or from any other person whose data appears in the Submitted Data; and

5.1.5 the Submitted Data contains no special-category personal data and no data the Customer is prohibited from disclosing.

5.2 The Provider does not acquire property listing content from listing portals or from MLS feeds, and does not hold an MLS licence. The Provider relies entirely on the warranties in clause 5.1 as the basis on which Submitted Data is lawfully processed.

5.3 If a warranty in clause 5.1 ceases to be true for any Submitted Data, the Customer must stop submitting that data and must notify the Provider without undue delay so the Provider can act under clause 12.

6. Indemnification

6.1 The Customer will indemnify, defend, and hold harmless the Provider, its affiliates, and their respective officers, employees, and agents against any third-party claim, and against the resulting damages, losses, liabilities, settlements, fines, and reasonable legal costs, to the extent the claim arises from the Submitted Data or from a breach of clause 5.

6.2 Clause 6.1 applies to claims brought by any third party, including an MLS, a listing portal, a data licensor, a property owner, a tenant or occupant, the Customer’s own client, a data subject, or a supervisory authority acting on a data subject’s complaint.

6.3 The following procedure applies to any claim under this clause 6:

6.3.1 the Provider will give the Customer prompt written notice of the claim, provided that a delay in notice relieves the Customer of its obligations only to the extent the Customer is materially prejudiced by the delay;

6.3.2 the Customer will have sole control of the defence and settlement of the claim, using counsel of its choosing that is reasonably acceptable to the Provider;

6.3.3 the Provider will provide reasonable cooperation at the Customer’s expense, and may participate in the defence at its own expense using its own counsel; and

6.3.4 the Customer will not enter into any settlement that admits liability or fault on the part of the Provider, imposes a non-monetary obligation on the Provider, or fails to unconditionally release the Provider, without the Provider’s prior written consent.

7. Prohibited uses

7.1 The Customer may not use the Output, and may not permit any person to use the Output:

7.1.1 as the sole basis for a credit decision, or for any decision subject to the Equal Credit Opportunity Act;

7.1.2 as a substitute for an appraisal, or in any context that requires an appraisal by a licensed or certified appraiser;

7.1.3 as a consumer report, or for any purpose regulated by the Fair Credit Reporting Act, including employment screening, tenant screening, and insurance underwriting;

7.1.4 in any manner that discriminates on the basis of race, color, religion, national origin, sex, familial status, disability, or any other characteristic protected by the Fair Housing Act or by applicable state law;

7.1.5 to make or materially influence a consequential decision about a person's access to housing without appropriate human oversight and review. The AWS Responsible AI Policy names access to housing as a consequential-decision domain that requires appropriate human oversight, testing, and other use case-specific safeguards, and the Customer must apply such safeguards to any use of the Output in that domain;

7.1.6 to attempt to re-identify any individual, household, or Customer from Output or from De-identified Aggregate Data; or

7.1.7 to construct, train, benchmark, or operate a competing automated valuation or property-assessment model, including by systematic or bulk extraction of Output.

7.2 The Customer maintains meaningful human review of any Output that is used in, or that materially influences, a consequential decision, and the Customer remains responsible for that decision. The Output is an input to a human decision and is never itself the decision.

7.3 The Customer may not submit an Assessment Context that asks the Service to score, and may not represent the Output as scoring, the racial, ethnic, religious, or national-origin composition of any area, or any characterization of the residents of any area. The Service does not accept such attributes as inputs and does not produce them as Output.

7.4 The Customer may not attempt to circumvent per-tenant isolation, rate limits, or metering, and may not probe, scan, or test the Service other than through the documented API.

8. Nature of the Output: not an appraisal

8.1 The Output is an automated, computer-generated estimate and opinion.

8.2 The Output is a starting point for further research and is not a conclusion.

8.3 The Output is not an appraisal, is not prepared by a licensed or certified appraiser, and cannot be used in place of an appraisal.

8.4 The Output is not performed in accordance with the Uniform Standards of Professional Appraisal Practice.

8.5 In no event may the Output be referred to or construed as an appraisal.

8.6 The Output is not a recommendation to buy, sell, lease, insure, or finance any property, and is not investment, legal, tax, or insurance advice.

8.7 The Provider makes no representation as to the correctness or completeness of any estimate, opinion, coverage value, or confidence value in the Output. No statistical performance figure and no accuracy claim is stated or implied anywhere in this Agreement or in the Provider's published materials.

8.8 The Customer will not present the Output to any third party in a manner inconsistent with clauses 8.1 to 8.7, and will reproduce the substance of clause 8.3 wherever it presents the Output, or a derivative of the Output, to a consumer.

9. Service scope, coverage, and billing basis

9.1 The Service is scoped to the State of Florida, United States. The Provider states that scope plainly in the Service's AWS Marketplace listing and in its documentation.

9.2 An Assessment Context for a property outside the scope stated in clause 9.1 returns an honest partial result together with a stated scope notice. It does not return an error, and it does not return a guess presented as a computed value.

9.3 Every Dimension of an Assessment returns explicit coverage and confidence values. A Dimension that could not be computed reports coverage of none, and reports it rather than omitting the Dimension silently.

9.4 Only computed Dimensions are metered. A Dimension reporting coverage of none is not metered and is not billed, and an Assessment in which no Dimension could be computed is not billed at all.

9.5 The minimum viable Assessment Context is a property address plus approximately four core RESO Data Dictionary 2.0 fields. Fields beyond that minimum improve coverage and confidence rather than being required.

9.6 The Provider may change the Service, the set of Dimensions, and the underlying data sources it uses. The Provider will not materially degrade a Dimension for which the Customer is actively billed without prior notice given in accordance with clause 17.

9.7 This Agreement does not establish any commitment as to availability, response time, or maximum assessment latency, and no such commitment is to be inferred from any statement in this Agreement or in the Provider's documentation. Any such commitment must be agreed separately in writing.

10. De-identified Aggregate Data

10.1 (a) Grant. The Customer grants the Provider a perpetual, non-exclusive, royalty-free, worldwide right to use De-identified Aggregate Data for the purpose of operating, evaluating, calibrating, and improving the Service.

10.2 (b) Definition. "De-identified Aggregate Data" means data derived from the Customer's use of the Service, including resolutions of Open Items and assessment outcomes, from which all identifiers of the Customer, the Customer's clients, any natural person, and any specific parcel or address have been removed, and which is combined with data from other customers such that it cannot reasonably be re-associated with the Customer.

10.3 (c) Limits. The Provider will not publish or disclose De-identified Aggregate Data in any form that identifies the Customer or any individual transaction, and will not use De-identified Aggregate Data to reconstruct the Customer's confidential information.

10.4 (d) Survival. This clause 10 survives termination or expiry of the Agreement.

10.5 (e) Relationship to deletion. De-identified Aggregate Data, having been irreversibly de-identified before it enters the Provider's aggregate corpus, is no longer Submitted Data and is not associated with the Customer. It is therefore not returned and not deleted under clause 12, and a deletion request under clause 12 does not require its removal.

11. Security and data-handling commitments

11.1 The Provider authenticates every Customer before granting access to Customer data. Access to the Service is granted only against a per-tenant API key that is stored hashed at rest, that the Customer can rotate on a self-service basis, and that the Provider invalidates when the subscription ends (TEN-02, TEN-03).

11.2 The Provider isolates each Customer's data and processing. Tenant identity is derived from the API key rather than from any request parameter, and a Customer's request is structurally unable to reach another Customer's data (CTX-03, TEN-03).

11.3 The Provider encrypts Customer data in transit using TLS and at rest by industry-standard means (INFRA-04).

11.4 The Provider maintains an append-only audit log of security-relevant events, scoped per Customer and retained for at least 1 year (OBS-01).

11.5 Clauses 11.1 to 11.4 state the whole of the Provider's security commitment under this Agreement. The Provider makes no representation of certification or attestation under SOC 2, ISO 27001, or any equivalent scheme, and claims no such certification. No control beyond those stated in clauses 11.1 to 11.4 is committed by this Agreement, and none is to be inferred from the Provider's marketing or documentation.

11.6 The Provider maintains a published process by which the Customer can report a security incident relating to the Service, and will notify affected Customers of any security incident that is relevant to them.

12. Customer data retention and deletion

12.1 The Provider deletes Customer data within 30 calendar days of the later of (a) a written deletion request from the Customer and (b) the termination or expiry of the Customer's subscription.

12.2 Deletion under clause 12.1 covers Submitted Data, Assessment Contexts, generated Output, evidence records, and per-assessment processing logs.

12.3 Two categories of data are expressly retained after a deletion under clause 12.1, and the reason for each is stated here so the Customer is not misled:

12.3.1 security audit records, retained for at least 1 year under clause 11.4 and for any longer period applicable law requires, because a security log that can be erased on request is not an audit log; and

12.3.2 De-identified Aggregate Data under clause 10.5, which has been irreversibly de-identified, is no longer associated with the Customer, and cannot be located by reference to the Customer.

12.4 Billing and metering records required for tax, accounting, statutory bookkeeping, or AWS Marketplace reconciliation are retained for the period applicable law requires, and are not deleted under clause 12.1 before that period ends.

12.5 The procedure for making a deletion request, including the required form of the request and the method of contacting the Provider, is published by the Provider and is identified in the Contact section of this Agreement. The 30 calendar days timeframe stated in clause 12.1 is the timeframe that procedure operates to.

13. Warranty disclaimer

13.1 The Service and the Output are provided AS IS and AS AVAILABLE.

13.2 To the fullest extent permitted by law, the Provider disclaims all implied warranties, including the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and all warranties arising from a course of dealing or usage of trade.

13.3 The Provider makes no representation and gives no warranty as to the correctness or completeness of any estimate, opinion, coverage value, or confidence value contained in the Output, and no warranty that the Service will be uninterrupted or error-free.

13.4 Nothing in this clause 13 limits the Provider's obligations under clauses 4, 10.3, 11, and 15.

14. Limitation of liability

14.1 The Provider's aggregate liability arising out of or relating to this Agreement is limited to the total fees paid by the Customer for the Service in the 12 months immediately preceding the event giving rise to the claim.

14.2 Neither party is liable for indirect, incidental, special, consequential, exemplary, or punitive damages, or for loss of profits, loss of revenue, loss of goodwill, loss of business opportunity, or loss or corruption of data, however caused and on any theory of liability.

14.3 Clauses 14.1 and 14.2 do not apply to, and no cap or exclusion limits: a breach of clause 15 (Confidentiality); the Customer's indemnity under clause 6; or a party's gross negligence or wilful misconduct.

14.4 Nothing in this Agreement excludes or limits liability that cannot be excluded or limited under applicable law.

14.5 The allocation of risk in clauses 8, 13, and 14 is a material basis of the pricing of the Service, and each clause survives independently of the others.

15. Confidentiality

15.1 “Confidential Information” means non-public information disclosed by one party to the other that is identified as confidential or that a reasonable person would understand to be confidential from its nature or the circumstances of disclosure. Submitted Data is the Customer’s Confidential Information.

15.2 The receiving party will use the disclosing party’s Confidential Information only to perform this Agreement, will protect it with at least the care it applies to its own confidential information of like importance, and will disclose it only to its personnel and sub-processors who need it and who are bound by equivalent obligations.

15.3 Clause 15.2 does not apply to information that is or becomes public without breach of this Agreement, was known to the receiving party without a duty of confidence before disclosure, is independently developed without use of the Confidential Information, or is rightfully received from a third party without restriction.

15.4 The receiving party may disclose Confidential Information to the extent required by law or by a competent authority, provided it gives the disclosing party prompt notice where lawful and discloses no more than is required.

15.5 The obligations in this clause 15 continue for 5 years after termination or expiry of the Agreement, and indefinitely for Submitted Data for so long as it remains in the Provider’s possession.

16. Term, suspension, and termination

16.1 The term of this Agreement follows the Customer’s AWS Marketplace subscription. It begins when the subscription takes effect and ends when the subscription terminates or expires.

16.2 The Provider may suspend the Customer’s access to the Service, in whole or in part, on notice, where the Customer breaches clause 5 or clause 7, where continued access presents a security threat to the Service or to another customer, or where AWS notifies the Provider of non-payment.

16.3 The Provider will restore access promptly once the cause of suspension is resolved. Suspension does not by itself terminate this Agreement.

16.4 On unsubscribe, expiry, or termination, the Customer’s API credentials are invalidated, and the Customer must stop submitting Assessment Contexts. Output already delivered may continue to be used subject to clauses 3.2, 7, and 8.

16.5 The following clauses survive termination or expiry of this Agreement: 4, 6, 8, 10, 12, 13, 14, 15, and this clause 16.

17. Changes to this Agreement

17.1 Each published version of this Agreement carries a version number and an effective date, stated on line 3 of the document.

17.2 The Provider will notify active subscribers of a material change before it takes effect, using the contact details held for the Customer or through AWS Marketplace.

17.3 The version of this Agreement in force at the time an Assessment is submitted governs that Assessment.

17.4 The current version is published at the location identified in the Contact section, and the same text is filed as the custom EULA for the Service in AWS Marketplace.

18. Governing law, venue, and notices

18.1 This Agreement is governed by, and construed in accordance with, the laws of the State of Delaware, United States of America, without regard to its conflict-of-laws principles. The courts identified for the purposes of clause 18.2 are the state and federal courts located in the State of Delaware, and each party consents to personal jurisdiction in those courts.

18.2 The courts identified in clause 18.1 have exclusive jurisdiction over any dispute arising

out of or relating to this Agreement, subject to either party's right to seek injunctive relief in any competent court to protect its Confidential Information or intellectual property.

18.3 Legal notices to the Provider must be given in writing to Cheppers Zrt., 1137 Budapest, Szent István körút 22. 3/8., Hungary, and copied by email to product@cheppers.com. Legal notices to the Customer are given to the contact details the Customer supplies on registration or through AWS Marketplace.

18.4 A notice is effective on delivery to the address in clause 18.3, or on the next business day after transmission for a notice given by email.

18.5 If any provision of this Agreement is held unenforceable, it is modified to the minimum extent necessary to make it enforceable, and the remainder of the Agreement continues in force.

18.6 Neither party may assign this Agreement without the other party's consent, except that either party may assign it in full to a successor in connection with a merger, acquisition, or sale of substantially all of its assets.

18.7 This Agreement, together with the documents it incorporates by reference, is the entire agreement between the parties as to its subject matter, subject always to clause 2.3.

Contact

Provider: Cheppers Zrt.

Support and service requests, including customer data deletion requests under clause 12: by email to product@cheppers.com

Security incident reports under clause 11.6: product@cheppers.com

Legal notices under clause 18.3: Cheppers Zrt., 1137 Budapest, Szent István körút 22. 3/8., Hungary; email: product@cheppers.com

Published home of this document, and of the customer data deletion procedure referenced in clause 12.5: <https://parceldossier.com/legal/terms> (this Agreement) and <https://parceldossier.com/legal/data-deletion> (the deletion procedure)