

Terms of Use

Document	Azulkey Terms of Use
Version	1.4.1
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Operated by	Estefania Sanchez Martin, trading as Azulkey, based in Malta
Service	Azulkey real estate CRM platform
Jurisdiction	Malta / European Union
Contact	legal@azulkey.com • support@azulkey.com

Please read these Terms of Use carefully before using the Azulkey platform. By creating an account, accessing or using the Service, you agree to be bound by these Terms. If you do not agree, you must not use the Service.

1. Definitions

Azulkey / we / us / our	Estefania Sanchez Martin, trading as Azulkey, based in Malta, the operator and provider of the Service.
Service	The Azulkey real estate CRM platform, including the website, web application, related APIs, integrations and any associated services.
User / you	Any natural person who accesses or uses the Service under any of the four roles defined in section 4 (Super Admin, Agency Owner, Agency Agent, or Solo Agent).
Agency	A real estate business that subscribes to Azulkey on a multi-seat plan and is the Data Controller for the leads and property owners managed by its team on the platform.
Agency Owner	The natural person who creates and administers an Agency account on Azulkey, manages billing and team members, and represents the Agency for the purposes of these Terms.
Agency Agent	An individual agent who has been invited to and belongs to an Agency on Azulkey, and who acts under the Agency's authority and within the permissions granted by the Agency Owner.

Solo Agent	An individual real estate agent who subscribes to Azulkey directly on an individual plan and does not belong to any Agency. A Solo Agent is the Data Controller for the leads and property owners they manage on the platform and is solely responsible for compliance obligations attached to that role.
Super Admin	An internal role used exclusively by Estefania Sanchez Martin (trading as Azulkey) and authorised personnel for platform-wide administration, support and billing. Not available to external Users.
Account	A registered profile that grants access to the Service. Each account is tied to exactly one role: Super Admin, Agency Owner, Agency Agent or Solo Agent.
Subscription	A paid plan (monthly or annual) granting access to specific Service features for a given period. Subscriptions can be either Individual (Solo Agent) or Agency (multi-seat) plans.
Lead / Owner	A natural person whose personal data is managed inside Azulkey by an Agency or Solo Agent (a property buyer/renter, or a property owner).
Content	Any data, text, files, photos, messages, or other material uploaded, generated or transmitted through the Service by Users.
Meta Platforms	Facebook Messenger and Instagram, integrated into the Service via official Meta APIs.

2. Acceptance of Terms and Eligibility

By creating an account or using the Service, you represent and warrant that:

- You are at least 18 years old and have the legal capacity to enter into a binding agreement.
- If you are using the Service on behalf of an Agency or other legal entity, you have full authority to bind that entity to these Terms.
- All information you provide upon registration is accurate, current and complete, and you will keep it up to date.
- Your use of the Service does not violate any law or regulation applicable to you.

These Terms form a legally binding agreement between you (and, where applicable, the Agency you represent) and Azulkey.

3. The Service

Azulkey is a software-as-a-service (SaaS) customer relationship management platform designed for real estate agencies and individual agents in Malta and the European Union. The Service enables Users to:

- Capture and manage real estate leads and property owners.

- Receive and reply to messages from prospective buyers, renters and property owners through integrated channels.
- Manage property listings, photos, and pipeline stages.
- Track communications, consent, and GDPR compliance for each contact.
- Generate reports and dashboards for agency-level performance.

3.1 Currently supported channels

At the time these Terms take effect, the Service supports the following messaging channels:

- **Facebook Messenger** — via the official Meta Messenger Platform API.
- **Instagram** — via the official Instagram Messaging API.
- **Email** — outbound and inbound transactional messaging.

Additional channels (such as WhatsApp Business API and others) may be integrated in future updates. These Terms, the Privacy Policy, and where relevant the DPA, Data Deletion Policy and Retention Policy, will be updated before any materially different new channel goes live.

3.2 Updates and changes to the Service

Azulkey may modify, add, or remove features at any time to improve the Service, comply with legal requirements, or address security concerns. Where a change materially reduces the functionality of a paid plan, we will notify affected Users at least 30 days in advance by email.

3.3 Dependency on Meta Platforms

Users acknowledge that access to Facebook Messenger and Instagram integrations depends on Meta Platforms' APIs, permissions, app review, platform policies, rate limits, and technical availability. Azulkey is not responsible for any suspension, limitation, delay, rejection, change, or discontinuation imposed by Meta Platforms, but will use reasonable efforts to notify affected Users where practicable. Users must comply with Meta Platforms' Terms, Platform Terms, Developer Policies, Community Standards, and any other applicable Meta policies at all times when using Azulkey.

3.4 Maintenance and availability

Azulkey may perform scheduled or emergency maintenance. Where reasonably possible, Azulkey will provide advance notice of scheduled maintenance that is expected to materially affect availability. Emergency maintenance to address security incidents or critical issues may be performed without prior notice.

3.5 Beta and experimental features

From time to time, Azulkey may offer beta, experimental, or early-access features. Such features are provided on an 'as-is' basis, may be changed or discontinued at any time, with or without notice where reasonably necessary (for example, for security, stability, or compliance reasons), and may be subject to additional terms presented at the time of access. Beta features are not subject to the same availability or support commitments as the general Service.

3.6 Support

Support is provided through support@azulkey.com and/or in-app support channels. Azulkey will use reasonable efforts to respond to support requests, but does not guarantee specific response times unless separately agreed in writing.

4. Accounts, Roles and Access

Access to the Service is organised into four legal/commercial roles. The descriptions in this section define the rights and obligations of each role under these Terms; they do not necessarily correspond one-to-one with internal technical or database role values used in the platform's implementation.

4.1 Role overview

Super Admin	Internal role reserved for Estefania Sanchez Martin (trading as Azulkey) and authorised personnel. Manages agencies, billing, support and platform-wide settings. Not available to external Users.
Agency Owner	External role. The administrator of an Agency on a multi-seat plan. Creates the Agency account, manages billing, invites and removes Agency Agents, and is responsible for the Agency's overall compliance with these Terms and applicable law.
Agency Agent	External role. An individual agent who has been invited to an Agency. Manages their own assigned leads, property listings and communications under the authority and permissions set by the Agency Owner. Their account is provisioned and paid for by the Agency.
Solo Agent	External role. An independent agent who does not belong to any Agency. Subscribes to Azulkey directly on an individual plan, manages their own leads and listings, and is the sole Data Controller for the personal data they process on the platform. A Solo Agent is responsible for their own GDPR and platform compliance — there is no Agency Owner above them.

Azulkey restricts Super Admin access to authorised personnel who require such access for legitimate administration, security, support, billing, compliance, or maintenance purposes, on a need-to-know basis.

4.2 Role-specific responsibilities

Agency Owner. The Agency Owner enters into these Terms on behalf of the Agency, accepts the Data Processing Agreement (DPA) on the Agency's behalf, and is responsible for: (i) the actions of all Agency Agents within their team, (ii) the Agency's lawful basis for processing leads and owners, (iii) ensuring Agency Agents are properly authorised, and (iv) timely payment of the Agency Subscription.

Agency Agent. An Agency Agent uses the Service under the authority of their Agency. By accepting these Terms upon joining the Agency, the Agency Agent agrees to comply with these Terms, the Acceptable Use rules in section 6, and any internal policies set by the Agency Owner. Agency Agents do not control billing,

cannot subscribe independently, and lose access to Agency data if their access is revoked by the Agency Owner or if the Agency Subscription ends.

Solo Agent. A Solo Agent enters into these Terms in their own name. The Solo Agent accepts the DPA in their own name (where the Solo Agent acts as Controller and Azulkey as Processor), is solely responsible for the lawful basis of processing every lead and owner they manage, and personally manages their own Subscription, payments and account closure. A Solo Agent has no Agency Owner above them and no Agency Agents below them.

4.3 Switching between roles

A User cannot hold more than one role simultaneously on the same account. The following changes are supported:

- A **Solo Agent may join an Agency** if invited by an Agency Owner. Upon acceptance, the Solo Agent's individual Subscription is cancelled (pro-rata refund where applicable under section 5), and their account converts to an Agency Agent under the Agency. Personal leads and owners managed by the Solo Agent *do not* transfer to the Agency by default; the Solo Agent must explicitly choose what to migrate, in accordance with GDPR obligations and after providing any required notice to the data subjects.
- An **Agency Agent may leave an Agency** and become a Solo Agent by subscribing to an individual plan. Leads and other Agency data remain with the Agency and are not transferred to the new Solo Agent account, unless the Agency Owner expressly authorises a transfer in writing and a lawful basis exists for that transfer under GDPR.
- An **Agency Owner cannot become a Solo Agent** while their Agency has active Agents. The Agency Owner must first wind down or transfer ownership of the Agency.

4.4 Account security

You are responsible for maintaining the confidentiality of your login credentials and for all activity that occurs under your account, regardless of your role. You must:

- Use a strong, unique password and enable any available multi-factor authentication.
- Never share your credentials with anyone, including colleagues within the same Agency — each Agency Agent must use their own account.
- Notify us immediately at support@azulkey.com if you suspect unauthorised access to your account.

Azulkey is not liable for any loss or damage arising from your failure to comply with these obligations.

4.5 Account suspension and termination

We reserve the right to suspend or terminate any account, with or without notice, where:

- The User materially breaches these Terms or applicable law.
- There is reasonable evidence of fraud, abuse, or unauthorised use.
- Payment for a paid Subscription is overdue by more than 14 days (applies to Agency Owners and Solo Agents — Agency Agents are not billed individually).
- We are required to do so by a competent authority or by Meta Platforms' policies.

If an Agency Subscription is suspended or terminated, all Agency Agent accounts under that Agency are automatically suspended at the same time. Suspending or terminating a Solo Agent account affects only that individual.

5. Subscriptions, Billing and Refunds

5.1 Plans and pricing

The Service is offered under two categories of subscription plan:

- **Individual plans** — for Solo Agents who do not belong to any Agency. The Solo Agent is the subscriber, payer and account holder.
- **Agency plans** — multi-seat plans for real estate businesses. The Agency (acting through the Agency Owner) is the subscriber and payer. Agency Agents are added as seats under the Agency Subscription and are not billed individually.

Current pricing, plan features, seat limits and any free tiers are published on www.azulkey.com and may be updated from time to time. The pricing in force at the time of your renewal applies to the next billing period.

5.2 Free trial

New Agency accounts and new Solo Agent accounts may be granted a free trial (typically 14 days). At the end of the trial, the account converts to the selected paid plan unless cancelled before the trial ends. No payment is due during the trial period. Agency Agents do not start their own trials — they inherit the status of the Agency they join.

5.3 Payment

Paid Subscriptions are billed in advance on a recurring monthly or annual basis through our payment processor (Stripe). The party responsible for payment depends on the role:

- **Agency Subscriptions** are paid by the Agency Owner on behalf of the Agency.
- **Individual Subscriptions** are paid by the Solo Agent in their own name.
- **Agency Agents** are never billed by Azulkey directly; any internal cost-sharing within an Agency is a matter between the Agency and its Agents.

By providing payment details, you authorise us to charge the applicable fees to your chosen payment method on each renewal date until you cancel. All fees are stated in Euros (EUR) and are exclusive of VAT and any other taxes, which will be added where legally required. Users are responsible for any taxes, duties, levies, or similar charges applicable to their use of the Service, except for taxes based on Azulkey's income.

5.4 Failed payments

If a payment fails, we will retry the charge over the following 14 days and notify the responsible payer (Agency Owner or Solo Agent) by email. If payment is not received within 14 days, the account may be downgraded or suspended until the outstanding amount is paid. For Agency Subscriptions, suspension affects all Agency Agents under that Agency.

5.5 Cancellation

Cancellation is initiated by the responsible payer:

- An **Agency Owner** may cancel the Agency Subscription from the billing section of the Agency account. Cancellation takes effect at the end of the current paid billing period and ends access for all Agency Agents at that date.
- A **Solo Agent** may cancel their Individual Subscription from the billing section of their account.
- An **Agency Agent** cannot cancel an Agency Subscription. They may, however, leave an Agency, in which case their access ends but the Agency Subscription continues.

We do not pro-rate refunds for partial billing periods, except where required by EU consumer law (see section 5.6).

5.6 Refunds and EU right of withdrawal

Consumer withdrawal rights under Directive 2011/83/EU apply only where the User is legally acting as a consumer — that is, where the contract is concluded for purposes outside the User's trade, business, craft or profession. The objective purpose of the contract determines whether a User is a consumer; subscribing as an individual or as a Solo Agent does not, by itself, make the User a consumer. Where Azulkey is used by an Agency or by an agent for their professional real estate activity, the contract is a B2B/professional contract and consumer withdrawal rights do not apply as a matter of EU law.

Where you subscribe as a consumer and request immediate access to the Service during the 14-day withdrawal period, you expressly request that performance begins immediately and acknowledge that your withdrawal rights may be limited or lost to the extent permitted by applicable consumer law. Where the Service has not been fully performed before withdrawal, Azulkey may be entitled to charge a proportionate amount for the Service supplied before withdrawal, where permitted by law.

Outside of the consumer right of withdrawal, fees paid for Subscriptions are non-refundable except where required by law.

6. Acceptable Use

You agree to use the Service only for lawful purposes and in accordance with these Terms. You must not, and must not permit any third party to:

- Upload, send or store any Content that is unlawful, defamatory, harassing, discriminatory, obscene, or that infringes the rights of any third party.
- Use the Service to send unsolicited marketing or 'spam', or in any way that violates GDPR, the ePrivacy Directive, or any applicable anti-spam law.
- Process personal data without a valid legal basis under GDPR, including without obtaining valid consent from leads or owners where required.
- Use the Service to engage in any activity that violates Meta Platforms' Terms, Platform Terms, Developer Policies, Community Standards, or any other applicable Meta policies.
- Attempt to gain unauthorised access to the Service, other accounts, or the underlying systems, including by reverse engineering, scraping, or bypassing security measures.
- Introduce viruses, malware, or any other harmful code into the Service.

- Use the Service to build a competing product, or to copy any feature, design or functionality.
- Resell, sublicense or otherwise commercialise the Service without our prior written consent.

We reserve the right to investigate and take appropriate action against any User who, in our sole discretion, violates these provisions, including suspension or termination of the account and reporting to law enforcement where appropriate.

7. User Content and Data

7.1 Ownership

You and/or the Agency you represent retain all ownership rights in the Content you upload or generate through the Service. We do not claim ownership of your Content.

7.2 Licence to operate the Service

To provide the Service, you grant Azulkey a limited, non-exclusive, royalty-free, worldwide licence to host, store, transmit, display, and process your Content solely for the purpose of providing, securing, maintaining, supporting, and improving the Service for the relevant customer (the Agency or Solo Agent), in accordance with the Privacy Policy and the Data Processing Agreement (each as amended from time to time). This licence terminates when the Content is deleted from the Service, except to the extent retention is required by law or for backup integrity (see section 14.3).

Azulkey will not sell User Content or use personal data contained in User Content for advertising, unrelated analytics, AI or model training, benchmarking, or any other purpose unrelated to providing the Service to the relevant customer, unless expressly agreed in writing with the relevant Controller and permitted under the DPA and applicable law.

7.3 Responsibility for Content

You are solely responsible for the accuracy, legality, and appropriateness of all Content you input into the Service. In particular, when uploading personal data of leads or owners, you (or the Agency) confirm that you have a valid legal basis for processing such data and have provided any required notices to the data subjects.

7.4 Data protection

Processing of personal data through the Service is governed by our Privacy Policy and by our Data Processing Agreement (DPA). The DPA forms part of these Terms whenever you act as a Data Controller on the platform — that is, when you subscribe as an Agency (the Agency Owner accepts the DPA on the Agency's behalf) or as a Solo Agent (you accept the DPA in your own name). Agency Agents process personal data under the authority of the Agency they belong to and do not enter into a separate DPA with Azulkey.

In the event of a conflict between these Terms and the DPA on matters of personal data processing, the DPA prevails.

8. Third-Party Services

The Service integrates with third-party platforms, including but not limited to:

- **Meta Platforms** (Facebook Messenger, Instagram) for messaging integrations — see also section 3.3.
- **Stripe** for payment processing.
- **Supabase** for database hosting and authentication.
- Other vendors listed in our Privacy Policy and DPA (each as amended from time to time) as approved sub-processors.

Your use of these third-party services through Azulkey is subject to the respective providers' own terms and privacy policies. Azulkey is not responsible for the availability, accuracy, or content of any third-party service, nor for any change, suspension or discontinuation of such services that affects the Service.

8.1 Sub-processor governance

Sub-processors are governed by the DPA. Where Azulkey relies on general written authorisation to appoint or replace sub-processors, Azulkey will provide notice and an opportunity to object in accordance with the DPA and Article 28 of the GDPR.

9. Intellectual Property

All rights, title and interest in and to the Service — including the Azulkey name, logo, software, source code, design, documentation, and all related intellectual property — are and remain the exclusive property of Estefania Sanchez Martin (trading as Azulkey) and its licensors. Except for the limited rights expressly granted in these Terms, no licence is granted to you, by implication or otherwise.

You may not copy, modify, distribute, sell, lease, or create derivative works of any part of the Service or its underlying technology.

10. Confidentiality

Each party agrees to keep confidential, and not to disclose to any third party, any non-public information disclosed by the other party in connection with the Service (including pricing, business processes, and technical information). This obligation does not apply to information that is publicly available, lawfully obtained from a third party without a duty of confidence, or required to be disclosed by law or court order.

11. Warranties and Disclaimers

We will provide the Service with reasonable care and skill and use commercially reasonable efforts to maintain availability, security and performance.

HOWEVER, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. WE SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTY ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

We do not warrant that the Service will be uninterrupted, error-free, completely secure, or that it will meet your specific business requirements.

Azulkey provides tools to assist with compliance workflows (including GDPR consent tracking, deletion, and retention features), but does not provide legal advice and does not guarantee that a User's use of the Service will satisfy their legal or regulatory obligations. Users remain responsible for obtaining their own legal advice and ensuring their use of the Service complies with applicable law.

Nothing in this section limits any warranty or right that cannot be excluded under mandatory consumer protection law.

12. Limitation of Liability

To the maximum extent permitted by applicable law:

- Azulkey shall not be liable for any indirect, incidental, special, consequential, exemplary or punitive damages, including loss of profits, loss of revenue, loss of business, loss of goodwill, or loss or corruption of data, even if advised of the possibility of such damages.
- Azulkey's total aggregate liability arising out of or in connection with these Terms or the Service, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the total fees actually paid by the responsible payer (Agency or Solo Agent) to Azulkey in the twelve (12) months immediately preceding the event giving rise to the claim. For Users on a free plan or for Agency Agents who do not pay Azulkey directly, the aggregate liability shall not exceed one hundred Euros (€100).

Nothing in these Terms excludes or limits liability that cannot be excluded or limited under applicable law, including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any liability that cannot be lawfully excluded under mandatory consumer protection laws.

13. Indemnification

You agree to indemnify, defend and hold harmless Azulkey and its operator, employees, contractors, and affiliates from and against any claims, liabilities, damages, losses, costs and expenses (including reasonable legal fees) arising out of or related to:

- Your breach of these Terms or applicable law.
- Your Content, including any claim that it infringes a third party's rights or violates GDPR or other data protection laws.
- Your use of the Service in violation of Meta Platforms' Terms, Platform Terms, Developer Policies, Community Standards, any other applicable Meta policies, or other third-party terms.

14. Suspension and Termination

14.1 Termination by you

You may terminate these Terms at any time by cancelling your Subscription and closing your account. Cancellation procedures are described in section 5.5.

14.2 Termination by us

We may terminate these Terms or your access to the Service:

- With 30 days' written notice for any reason, in our sole discretion.
- Immediately, without notice, where you materially breach these Terms, fail to pay, or where required by law or by Meta Platforms' policies.

14.3 Effects of termination

Before closing an account or cancelling a Subscription, the Agency Owner or Solo Agent should export any Content they wish to retain. Azulkey may provide access to export functionality during the applicable post-termination retention period, where technically and legally available, but is not responsible for retaining Content beyond the periods set out in the Data Deletion Policy and the Retention Policy (each as amended from time to time).

Upon termination:

- Your access to the Service will be disabled.
- Personal data processed on your behalf will be deleted or anonymised in accordance with our Data Deletion Policy and Retention Policy (each as amended from time to time), typically within 90 days post-termination, or earlier if requested.
- Deleted data may remain in encrypted backups for a limited period until overwritten in the ordinary backup cycle, but will not be restored to production except where legally required or necessary for security, disaster recovery, or compliance purposes.
- Provisions that by their nature are intended to survive termination — including IP, confidentiality, indemnification, limitation of liability and governing law — will survive.

15. Force Majeure

Neither party shall be liable for any failure or delay in performance under these Terms (other than payment obligations) caused by events beyond reasonable control, including acts of God, natural disasters, war, terrorism, civil unrest, government actions, labour disputes, internet or telecommunications failures, or failures of third-party services (including Meta, Stripe, Supabase, or hosting providers).

16. Changes to These Terms

We may update these Terms from time to time to reflect changes in the Service, applicable law, or our business practices. When we make material changes, we will:

- Update the version number and effective date at the top of this document.
- Notify Users by email and/or by an in-app notice at least 30 days before the changes take effect, where reasonably possible.

Continued use of the Service after the effective date of updated Terms constitutes acceptance of the new Terms. If you do not agree, you must stop using the Service and may cancel your Subscription.

17. Governing Law and Dispute Resolution

These Terms are governed by the laws of Malta, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

The parties shall first attempt to resolve any dispute amicably through good-faith negotiation. If a dispute cannot be resolved within 30 days, it shall be subject to the exclusive jurisdiction of the courts of Malta, without prejudice to either party's right to seek injunctive or equitable relief in any competent jurisdiction.

EU consumers retain the right to bring proceedings in the courts of their country of habitual residence and to benefit from any mandatory consumer protection rules applicable in that country. EU consumers may also have access to alternative dispute resolution mechanisms through national consumer protection bodies, where applicable.

18. Miscellaneous

18.1 Entire agreement

These Terms, together with the Privacy Policy, the Data Processing Agreement (where applicable), the Data Deletion Policy and the Retention Policy (each as amended from time to time), and any plan-specific documentation referenced from www.azulkey.com, constitute the entire agreement between you and Azulkey regarding the Service and supersede any prior agreements on the subject matter.

18.2 Severability

If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect, and the invalid provision will be replaced by a valid one that most closely reflects the original intent.

18.3 No waiver

Our failure to enforce any right or provision of these Terms is not a waiver of that right or provision.

18.4 Assignment

You may not assign or transfer these Terms or any rights under them without our prior written consent. We may assign these Terms to an affiliate or in connection with a merger, acquisition, reorganisation or sale of all or substantially all of our assets, including any future incorporation of the business as a limited company.

18.5 Notices

Notices to you may be sent to the email address registered with your account. Notices to Azulkey must be sent to legal@azulkey.com.

18.6 Language

These Terms are drafted in English. Any translation is provided for convenience only; in case of conflict, the English version prevails.

19. Contact

Legal name	Estefania Sanchez Martin, trading as Azulkey, based in Malta
Service	Azulkey real estate CRM — www.azulkey.com
Legal contact	legal@azulkey.com
Support	support@azulkey.com
Data protection	privacy@azulkey.com
Postal address	Malta. Full business correspondence address available upon lawful request.

By using the Azulkey Service, you acknowledge that you have read, understood, and agreed to these Terms of Use, version 1.4.1, effective 07 May 2026.