

# Terms and Conditions

Terms of Use

Last Update April 9, 2020

**Primera 121 Properties LLC** and/or its affiliates (“us”, “we”, “our”, or “The Company”) operates this website [www.townesquare-place.com](http://www.townesquare-place.com).

By using or accessing this site, or a subdomain of any such, any mobile application for such websites or any other website operated by us on which these Terms and Conditions are posted via a link or otherwise (each referred to herein as a “Site”), you acknowledge that you agree to and are subject to the following terms and conditions (collectively, the "Terms"). If you do not fully agree to these Terms, Privacy Policy and any other terms and conditions posted or linked to any Site, you are not authorized to access or otherwise use the Site. Under these Terms, "use" or "access" of the Site specifically includes any direct or indirect access or use of the Site or any cached version of the Site and any direct or indirect access or use of any information or content on the Site, regardless of how obtained and the term "Site" includes, without limitation, any cached version thereof.

You should read through all the Terms carefully. The Terms constitute a legally binding agreement between you and The Company. You are not authorized to use this Site unless you are at least 18 and able to enter into legally binding contracts. We do not knowingly collect the information of anyone under the age of 18.

If you arrived on the Site after having been re-directed or otherwise clicking on another website, you agree that these Terms shall govern your use of this Site.

1. The Site is a Venue and We are Not a Party to any Rental Agreement or other Transaction Between Users of the Site.

We urge all users to be responsible with their use of this Site and any transaction entered into as a result of either listing a property or renting a property to be conducted in a respectful, non-discriminatory manner and all Users act in a manner that encourages honest dealings with one another. We do not own or manage, nor can we contract for, any rental property listed on a Site or properties tracked, stored or otherwise managed on the Site. The Website and other Sites act as a venue to allow landlords, property managers, tenants, service professionals, vendors and property owners (each, a “member”) to offer for rent in a variety of pricing formats, a specific rental property to potential renters (each, a “tenant” and, collectively with a member, the “users”). Tenants and renters alike of any sort who utilize the Site (also referred to as "users”

herein). "Members" may also include property owners or managers who originally advertised their properties on another website and their listings have been redistributed on the Site. We also may offer tools for online Leasing or other services to allow users to communicate, send maintenance requests, notices, and payments with each other and enter into rental agreements or other transactions. Such tools are used at the Users discretion and risk and The Website and Site are not responsible for any misuse or wrongful dealings with each other. The Site is a conduit and is not to be held responsible for the actions of its Users.

We are not a party to any rental or other agreement or contract between Users. Liability and enforcement of such agreements are left to the Users individually and solely. This is true even if the Site allows you to screen and create a lease connection and provides other ancillary products or services, as the Site may facilitate leasing a rental or other tools, services or products, but we are not a party to any rental or other agreement between Users. All notices and related documents are not legally reviewed or tailored to any specific geographical boundary and all Users should consult an attorney before utilizing any agreements or providing notices.

As a result, any part of an actual or potential transaction between a tenant and a member, including the quality, condition, safety or legality of the properties advertised, the truth or accuracy of the listings (including the content thereof or any review relating to any property), the ability of members to rent a property or the ability of Tenants to contract for properties are solely the responsibility of each user. You acknowledge and agree that you may be required to enter into one or more separate agreements, waivers or terms and conditions prior to making a Leasing or purchasing a product or service and may place additional restrictions on your Leasing, product or service.

Responsibility for applicable laws, rules, and regulations: Users agree that they are responsible for, and agree to abide by, all laws, rules, and regulations applicable to their use of the Site, their use of any tool, service or product offered on the Site and any transaction they enter into on the Site or in connection with their use of the Site.

Members further agree that they are responsible for and agree to abide by all laws, rules and regulations applicable to the listing of their rental property and the conduct of their rental business, including but not limited to any and all laws, rules, regulations or other requirements relating to taxes, credit cards, data and privacy, permits or license requirements, zoning ordinances, safety compliance and compliance with all anti-discrimination and fair housing laws, as applicable. Please be aware that, even though we are not a party to any rental transaction and assume no liability for legal or regulatory compliance pertaining to rental properties listed on the Site, there may be circumstances where we are nevertheless legally obligated (as we may determine in our sole discretion) to provide information relating to your listing in order to comply with governmental bodies in relation to investigations, litigation or administrative proceedings, and we may choose to comply with or disregard such obligation in our sole discretion. Members who accept credit card, banking or other payment information from tenants agree to properly handle and safeguard all such information in accordance with applicable legal and regulatory requirements and best practices.

Warnings of Suspicious Activity: While we do take certain measures with a goal to assist users to avoid potentially fraudulent or other illegal activity of which we become aware, we assume no liability or obligation to take any such measures or actions. When we provide warnings or messages to users about any such activity, we do not warrant that such messages are accurate or that such messages will reach any or all users they should have reached in a timely manner or at all or that such messages or measures will prevent any harm or otherwise have any impact.

Use of the Service does not give you ownership of any intellectual property rights in the Service or any content posted on the Service. You own what you post on the Service (unless you copied it from someone else) but you grant us a license to copy, host, display, create derivative works from, publish, publicly perform, display, and distribute, and otherwise make use of in connection with providing the Service, all information and content you post so long as you have an active account. If you are a landlord and authorize us (by checking the appropriate box or boxes on our site) to syndicate your rental listing on third-party sites, you further agree that we may grant sublicenses to applicable third parties as necessary to facilitate such syndication.

All Users also consent to allow the Site, The Company, and its approved staff to review any and all data in connection to fraudulent activity. In the event Fraud is suspected, the Users account will be frozen and risk being deactivated. Local and federal authorities may be contacted and prosecution may result.

## 2. Limited License to Use the Site.

Users are granted a limited, revocable, non-exclusive license to access the Site and the content and services provided on the Site solely for the purpose of advertising a rental property, searching for a property, purchasing or researching (for the purpose of inquiring about purchasing) any of the products or services offered on any Site, participating in an interactive area hosted on any Site or for any other purpose clearly stated on a Site, all in accordance with the Terms. Any use of the Site that is not for one of these purposes or otherwise in accordance with the Terms or as otherwise authorized by us in writing is expressly prohibited.

THE SERVICE IS PROVIDED "AS-IS" WITHOUT PROMISES OF ANY KIND. NEITHER WE NOR OUR SUPPLIERS/THIRD PARTY VENDORS WARRANT OR GUARANTEE UPTIME OR AVAILABILITY OF THE SERVICE, THAT THE SERVICE WILL MEET OR CONTINUE IN THE FUTURE TO MEET YOUR NEEDS, OR THAT WE WILL CONTINUE TO PROVIDE THE SERVICE OR ANY ASPECT OF THE SERVICE IN THE FUTURE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES FOR THE SERVICE, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SEAWORTHINESS, AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE WILL NOT BE LIABLE RESPONSIBLE FOR LOST INFORMATION, PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES, OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR

TOTAL LIABILITY FOR ANY CLAIM RELATING TO THE SERVICES OR THESE TERMS OF USE, INCLUDING ANY CLAIM FOR ANY IMPLIED WARRANTY, IS LIMITED TO THE AMOUNT YOU PAID TO US TO USE SERVICE MADE AVAILABLE BY THE SITE.

### 3. Unauthorized Uses of the Site.

The license to use the Site only extends to the uses expressly described herein. The license to use the site granted to users in these Terms does not include any right of collection, aggregation, copying, scraping, duplication, display or derivative use of the Site nor any right of use of data mining, robots, spiders or similar data gathering and extraction tools without our prior written permission; provided, however, that a limited exception from the foregoing exclusion is provided to general purpose internet search engines that use tools to gather information for the sole purpose of displaying hyperlinks to the Site, provided they each do so from a stable IP address or range of IP addresses using an easily identifiable agent and comply with our robots.txt file. "General purpose internet search engines" do not include a website or search engine or another service that provides classified listings or property rental advertisements, or any subset of the same or which is in the business of providing property rental services or other services that compete with us.

Unauthorized uses of the Site also include, without limitation, those listed below. You agree not to do any of the following, unless otherwise previously specifically agreed to by us:

- Any commercial use (other than by members with a fully paid up subscription in good standing (a "valid subscription") or by members pursuant to a valid license to software offered on a Site (a "valid license") of the Site or any content on the Site;
- Any use of the Site or the tools and services on the Site for the purpose of Leasing or soliciting a rental for a property other than a property listed under a valid subscription;
- Copy, reproduce, upload, post, display, republish, distribute, or transmit any part of the content in any form whatsoever;
- Reproduce any portion of the Site on your website or otherwise, using any device including, but not limited to, use of a frame or border environment around the Site, or other framing technique to enclose any portion or aspect of the Site, or mirror or replicate any portion of the Site;
- Deep-link to any portion of the Site without our express written permission;
- Modify, translate into any language or computer language, or create derivative works from, any content or any part of the Site;
- Reverse engineer any part of the Site;
- Sell, offer for sale, transfer, or license any portion of the Site in any form to any third parties;
- Use any robot, spider, scraper, another automatic device, or manual process to monitor, copy, or keep a database copy of the content or any portion of the Site;
- Use the Site and its inquiry functionality other than to advertise and/or research rentals, to make legitimate inquiries to our members or any other use expressly authorized on the Site;

- Use the Site or post or transmit information that is in any way false, fraudulent, or misleading, including making any reservation or inquiry under false pretenses, or taking any action that may be considered phishing or that would give rise to criminal or civil liability;
- Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, indecent, inflammatory, sexually explicit, pornographic or profane material;
- Violate, plagiarize or infringe the rights of us or third parties including, without limitation, copyright, trademark, patent, trade secrets, rights of publicity or privacy or any other intellectual or proprietary rights; or
- Use or access the Site in any way that, in our sole discretion, adversely affects or could adversely affect the performance or function of the Site or any other system used by us or the Site.

If you are aware of or experience any content, activity or communication through or in connection with the Site that appears to be in violation of the above restrictions, or in violation of any other provision of these Terms, we ask that you please inform us of any such violation by contacting us as set forth under "Contact Us" below.

#### 4. Proprietary Rights and Downloading of Information from the Site.

The Site and all content and information on the Site are protected by copyright as a collective work and/or compilation, pursuant to applicable U.S. and international copyright laws and conventions and database rights. You agree to abide by any and all copyright notices, information, or restrictions contained in or relating to any content on the Site. Copying, storing or otherwise accessing the Site or any content on the Site for other than for your personal, non-commercial use (other than in accordance with a valid subscription) is expressly prohibited without prior written permission from us.

As part of the rental inquiry process, for your own personal, non-commercial use and not for further distribution, you may download, display, and/or print one copy of any portion of the Site. You may not modify the same, and you must reproduce our copyright notice in the form displayed on the relevant portion(s) of the Site that you desire to download, display or print.

#### 5. Your E-mail Address and Data; Our Privacy Policy; Data Transmittal.

When you provide your e-mail address, name or other information to us in connection with your use or access to the Site, any service or tool provided on the Site or otherwise, you agree to allow the Site and its affiliated websites to add your e-mail address, name or other information provided to our database of users. You may receive one or more promotional e-mails from either the Site or a website of one of The Company's affiliates. You are welcome to opt not to receive such promotional e-mails from the Site or such affiliates' websites at any time. Please review our Privacy Policy for more information regarding our email and other data collection practices and safeguards, and how to opt not to receive such emails. Your use of the Site signifies your acknowledgment of, and agreement, with our Privacy Policy.

Each user acknowledges and agrees that, regardless of such user's physical location, we may store and process any data transmitted to the Site from such user at locations both within and outside of the United States.

In the event that you use any of our tools that we may from time to time offer that integrates in any way with a third party website to which you have provided data or information, you acknowledge and agree that such third party website shall be responsible for how the data or information you have provided to such website is handled.

## 6. Identity Verification.

User verification on the Internet is difficult and we cannot, and do not assume any responsibility for, the confirmation of each user's purported identity. We encourage you to communicate directly with a Tenant or member through the tools available on the Site, though even this does not assure you of the identity of the person with which you are communicating. We further encourage you to take other reasonable measures to assure yourself of the other person's identity and, for Tenants, of the property and relevant details of your Leasing or proposed Leasing.

You agree to (i) keep your password and online ID for both your account with us and your email account secure and strictly confidential, providing it only to authorized users of your accounts, (ii) instruct each person to whom you give your online ID and password that he or she is not to disclose it to any unauthorized person, (iii) notify us immediately and select a new online ID and password if you believe your password for either your account with us or your email account may have become known to an unauthorized person, and (iv) notify us immediately if you are contacted by anyone requesting your online ID and password. Further, if we suspect any unauthorized access to your account, upon our request, you agree to promptly change your ID and password and take any other related activities as we may reasonably request.

We discourage you from giving anyone access to your online ID and password for your account with us and your email account. However, if you do give someone your online ID and online password, or if you fail to adequately safeguard such information, you are responsible for any and all transactions that the person performs while using your account with us or your email account, even those transactions that are fraudulent or that you did not intend or want to be performed.

Landlords that have utilized our "verification" uses and trusts this at their own risk and applicants, tenants or potential users do so at their own risk. The Company provides this for limited use in verify own information provided and cannot confirm any users is who they say they are, has access to the what they are renting or is a responsible party in which to make a transaction with. All users engage, transact and communicate at costs, liability and risk of their own and not to be shared by The Company.

**EACH USER ACKNOWLEDGES AND AGREES THAT: (1) NEITHER THE COMPANY NOR ANY OF ITS AFFILIATES WILL HAVE ANY LIABILITY TO ANY USER FOR ANY UNAUTHORIZED TRANSACTION MADE USING ANY USER'S ID OR PASSWORD;**

AND (2) THE UNAUTHORIZED USE OF YOUR ONLINE ID AND PASSWORD FOR YOUR ACCOUNT OR YOUR EMAIL ACCOUNT COULD CAUSE YOU TO INCUR LIABILITY TO BOTH THE COMPANY AND OTHER USERS. Further, we may, without notice to you, suspend or cancel your listing at any time even without receiving notice from you if we suspect, in our sole discretion, that your account with us or your email account is being used in an unauthorized or fraudulent manner.

#### 7. Limitations on Communications and Use of Other Users' Information; No Spam.

You agree that, with respect to other users' personal information that you obtain directly or indirectly from or through the Site or through any Site-related communication, transaction or software, we have granted to you a license to use such information only for: (a) Site-related communications that are not unsolicited commercial messages, (b) using services offered through the Site, and (c) inquiring about or otherwise facilitating a financial transaction between you and the other user related to the purpose of the Site (such as inquiring about or Leasing an online Leasing or charging a personal credit card). Any other purpose will require express permission from the user. You may not use any such information for any unlawful purpose or with any unlawful intent.

In all cases, you must give users an opportunity to remove their information from your address book or database or other records and a chance to review what information you have collected about them. In addition, under no circumstances, except as defined in this provision, may you disclose personal information about another user to any third party without both our consent and the consent of the other user. You agree that other users may use your personal information to communicate with you in accordance with this provision. Further, you agree that you will protect other users' personal information with the same degree of care that you protect your own confidential information (using at minimum a reasonable standard of care), and you assume all liability for the misuse, loss, or unauthorized transfer of such information.

We do not tolerate spam or unsolicited commercial electronic communications of any kind. Therefore, without limiting the foregoing, you are not licensed to add a Site user, even a user who has rented a property from you or to you, to your mailing list (email or physical mail) without the user's express consent. You may not use any tool or service on the Site to send spam or unsolicited commercial electronic communications of any kind or in any other way that would violate these Terms. You are responsible for all content you provide to the Site or through any tool or service provided on the Site.

Messages within The Website are protected for private use but available to The Company limited staff for reviewing in the event the user is suspected of being fraudulent or participating in fraudulent activities.

## 8. Responsibility for Property Listings, Reviews, and Other User-contributed Content; Participation in Interactive Forums.

We have no duty to pre-screen content posted on the Site by members, Tenants or other users, whether directly contributed by the user or contributed by us or a third party on behalf of the user (including, without limitation, property listings, reviews of a rental property, participation in an interactive community, forum or blog (each an “Interactive Forum”) or any other content provided by a user to the Site), (collectively, “user contributed content”). We are not responsible for user contributed content. “User-contributed content” also includes information that a user or any other person provided to a third party website or mobile application which is then provided to our Site by a tool we offer or any other exchange of user-contributed content we have authorized.

We reserve the right to decline to permit the posting on the Site of or to remove from the Site any user contributed content that fails to meet our Content Guidelines, any other guidelines posted on a Site or if it otherwise violates these Terms, each as determined in our discretion. We may also remove user-contributed content if it is brought to our attention, such as by notice given to us by a user or any third party that any part of these Terms, or any other requirements governing the posting of such content, has/have been apparently breached in respect of such content, as determined by our consent. Finally, we reserve the right, but do not assume the obligation, to edit a member’s content or user contributed content in a non-substantive manner solely to cause the content to comply with our content guidelines or formatting requirements or to provide services to members to create or improve on listings (such as translation services), in accordance with information we have about the property listed. Users remain responsible for reviewing their user-contributed content to ensure it is accurate and not misleading.

At a minimum, user-contributed content must (as determined by us in our discretion):

- not infringe anyone's rights, violate the law or otherwise be inappropriate;
- not include personal information of another that can be used to identify or contact any person;
- not include unsolicited promotional content, advertising, political campaigns, contests, raffles or solicitations;
- be directly related to the Site, business service, product or forum where the content is submitted;
- not be obscene, abusive, discriminatory or illegal content; or
- not be false or misleading.

**Property Listings:** All property listings on the Site are the sole responsibility of the member (who may be the owner or a property manager or duly authorized property manager or agent of the owner) and we specifically disclaim any and all liability arising from the alleged accuracy of the listings, reviews, or any alleged breaches of contract on a user's part. Members are solely responsible for keeping their property information up-to-date on the Site, including, but not limited to any and all representations about any property, its amenities, location, price, and its availability for a specific date or range of dates. We do not represent or warrant that any of the copy, content, property reviews, guest book entries, property location, suitability, pricing or



availability information published on the Site is accurate or up-to-date even in the case where prospective Tenants have searched for specific special offers, dates, or types of properties. We may from time to time provide or facilitate services to Members to create or improve the quality of their property listings. We also may from time to time create new or otherwise change the location or geographic descriptions we use to identify properties in their listings and search results. Consequently, we may change the location or geographic description associated with any property listing at any time without notice. However, we assume no responsibility to verify property listing content or the accuracy of the location. Members are solely responsible for ensuring the accuracy of location, geographic and other content and location or geographic descriptions and agree to promptly correct (or contact us to correct) any inaccuracy and Tenants are solely responsible for verifying the accuracy of such content and descriptions.

**Responsibility for All Other User Contributed Content:** All other user-contributed content is the sole responsibility of the user who contributed such content, whether such user contributed the content directly or through a third party website. Users are solely responsible for their user contributed content and we specifically disclaim all liability for user contributed content.

The user represents and warrants that the user owns or otherwise controls and have all legal rights to the user's submission and the name or other identifier used in connection with such submission including, but not limited to, all the rights necessary to provide, post, upload, input or submit the user contributed content. We reserve the right to request a proof of ownership or permission, and to refuse to post user-generated content without such proof or if such proof is, in our sole discretion, insufficient.

**License and Rights Granted to Us:** By submitting or authorizing user-contributed content, you grant to us and our affiliates a perpetual, worldwide, irrevocable, unrestricted, non-exclusive, royalty-free and fully paid-up license to use, copy, license, sublicense (through multiple tiers), adapt, distribute, display, publicly perform, reproduce, transmit, modify, edit and otherwise exploit the copy, the photographs and the likenesses (if any) of any of your user contributed content, in connection with our business or the business of our affiliates. Notwithstanding the foregoing, following the termination or expiration of a property listing subscription, we will not continue to display the user-contributed content that was displayed in such listing.

You further grant us and our affiliates the ability to copyright and protect the user-contributed content, including the images, copy, and content available via any member's listing, from the unauthorized use by unaffiliated third parties who may, from time to time, attempt to pirate such information via electronic or other means. This includes, but is not limited to, the right to file suit to seek injunctive relief to protect such material. You further agree to assist us—at our expense and control—to protect such copyrighted material from unauthorized redistribution.

You agree that we may sublicense all the rights granted to us under these Terms to one or more third parties we may contract with to display all or part of the member's property listing or otherwise provide promotional or other services related to our business.

Further, each member agrees that we may reproduce in whole or in part any photographic material supplied by such member in the promotion of either such member's property or the promotion of the Site.

In the event that it is determined that you retain any rights of attribution, integrity or any other moral rights in any user-contributed content, you hereby declare that you do not require that any personally identifying information be used in connection with the user-contributed content or any derivative works thereof and that you have no objection to the publication, use, modification, deletion or exploitation of the user-contributed content by us or our affiliates.

Privacy Policy: We adhere to strong principles of privacy. You agree that we may access and use your user contributed content in accordance with these Terms or our [Privacy Policy](#) and we agree that we will only disclose your user contributed content in accordance with these Terms and our Privacy Policy.

## 9. Social Media or Third Party Websites.

If the Site offers a tool or service which allows us to access or use any profile or other information about you that you have provided to Facebook or another third party website (each a "Social Media Site") and you decide to use such a tool or service, you acknowledge and agree that:

- (i) The information or content that are a part of your Social Media Site profile, which you have designated as "public" (or a similar designation) (with such information or content and referred to herein as "Social Media Content") may be accessed and used by us in connection with the Site;
- (ii) The Social Media Content will be considered "user-generated content" under these Terms and both you and we shall have the same rights and responsibilities as you and we have with respect to user-generated content under these Terms;
- (iii) In the event that the Social Media Content was for any reason misclassified with a public or similar designation or is otherwise inaccurate or to which you do not agree with for any reason, you agree to work with the Social Media Site to make any changes or resolve any disputes and acknowledge that we will not be able to provide you with recourse; and
- (iv) The operation of your profile and account with and on the Social Media Site shall continue to be governed by the terms and conditions and privacy policy of such Social Media Site.

## 10. Translations and Maps.

If any user contributed content created by members or users is translated for display on any Site or any site of any affiliate of The Company, we cannot guarantee the accuracy or quality of such

translation and the member or user is solely responsible for the review, verification, and accuracy of such translation. Unless we specify otherwise to the user or member, any translation services are offered by us free of charge.

Maps provided on the Site that is provided by Google are subject to the Google Maps terms and conditions located at [http://www.google.com/intl/en\\_us/help/terms\\_maps.html](http://www.google.com/intl/en_us/help/terms_maps.html).

#### 11. Notification of Infringement; DMCA Policy.

We respect the intellectual property rights of others, and The Company does not permit, condone, or tolerate the posting of any content on the Site that infringes any person's copyright. The Company will terminate, in appropriate circumstances, a member or Tenant who is the source of repeat infringements of copyright. Should you become aware of or suspect any copyright infringement on this Site, please refer to our procedures for Notification of Copyright Infringement.

#### 12. Unsolicited Ideas and Feedback.

Unsolicited Ideas: From time to time, users submit to us ideas or suggestions pertaining to our business, such as ideas for new or improved products or technologies, website or tool enhancements, processes, materials, marketing plans or new product names. We are under no obligation to review or consider them. If you choose to submit any ideas, original creative artwork, suggestions or other works ("Feedback") in any form to us, then regardless of what you say, write or provide to us in connection with your submissions, the following terms shall apply.

The sole purpose of this policy is to avoid potential misunderstandings or disputes in the event that any part of our business, such as our products, websites, technologies or marketing strategies, seem similar to any of your submissions. If you provide any submissions to us, you agree that: (1) your submission and its contents will automatically become the property of The Company, without any compensation to you; (2) The Company may use or redistribute any such submission and its contents for any purpose and in any way; (3) there is no obligation for The Company to review any submission; and (4) there is no obligation to keep any submission confidential.

Feedback on our Business: We welcome your feedback regarding many areas of our business. If you want to send us your feedback, we simply request that you send it to us using the links under "General – Contact Us" below or you can choose from the many other listed areas for your feedback. Please provide only specific feedback on our websites and services. Keep in mind that we assume no obligation to keep any feedback you provide confidentially and we reserve the right to use or disclose such information in any manner.

To provide feedback, you can contact us as provided under "Contact Us" or within a landlord or tenant account under "Support".

### 13. Software Available on the Site.

The Site is controlled and operated by The Company or an affiliate of The Company in the United States. Software available on the Site (the “Software”) is subject to United States export controls. No Software available on the Site or software available any other site operated by The Company or an affiliate of The Company in the United States may be downloaded or otherwise exported or re-exported (a) into (or to a resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria or any other country to which the United States has embargoed goods, or (b) anyone on the United States Treasury Department’s list of Specially Designated Nationals or the United States Commerce Department’s Table of Deny Orders. By using the Site, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

All Software is the copyrighted work of The Company, an affiliate of The Company or an identified third party. Your use of such Software is governed by these Terms and the terms of any additional license agreement that accompanies or is included with such Software. If the Software is not accompanied by an additional license agreement, we hereby grant you a limited, personal, nontransferable license to use the Software for viewing and using this Site in accordance with these Terms and for no other purpose.

THE SOFTWARE IS WARRANTED, IF AT ALL, ONLY ACCORDING TO THE TERMS OF THE LICENSE AGREEMENT ACCOMPANYING SUCH SOFTWARE. COPYING OR REPRODUCING ANY SOFTWARE AVAILABLE ON THIS SITE IS EXPRESSLY PROHIBITED, EXCEPT AS SPECIFICALLY PROVIDED FOR IN A LICENSE AGREEMENT ACCOMPANYING SUCH SOFTWARE.

### 14. Links to Third Party Sites.

This Site may contain links and pointers to other Internet sites, resources, and sponsors of the Site. Links to and from the Site to other third-party sites, maintained by third parties, do not constitute an endorsement by us of any third parties, the third-party sites or the contents thereof. We may also provide tools to allow interaction between the Site and a third party site, such as a Social Media Site. We are not responsible in any way for such third-party sites or resources and your use of such sites and resources will not be governed by these Terms.

The Company provides access to third-party sites and companies and any purchase of a third party product is subject to that company's terms and conditions and The Company is in no way responsible for the delivery, rebates, guarantees or any other expectation of the third party purchase. The Company offers the location to hold members and tenants information as a marketplace, and therefore any purchase of third-party products needs to be handled with the third party.

Transactions by third party vendors are final and with no refunds. Any disputes should be taken up with the third party. Third party vendors include, but are not limited to: RentPrep, Checkr, PayPal, Dwolla, Stripe, Zillow Group, RentRange, 123Movers, TaskEasy, Nova, Assurant, LegalNature and any and all of their affiliates. All sales of third-party products are final.

#### 15. Limitation of Liability.

IN NO EVENT WILL THE COMPANY, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, CONSULTANTS, AGENTS AND/OR EMPLOYEES, OR ANY THIRD PARTY PROVIDER OF A SERVICE OR TOOL OFFERED ON ANY SITE OF A THE COMPANY'S (EACH A "THIRD PARTY PROVIDER"), BE LIABLE FOR ANY LOST PROFITS OR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF, BASED ON, OR RESULTING FROM (A) OUR SITE, (B) THESE TERMS, (C) ANY BREACH OF THESE TERMS BY YOU OR A THIRD PARTY, (D) USE OF THE SITE, TOOLS OR SERVICES WE PROVIDE, OR ANY THIRD PARTY PROVIDER PROVIDES, RELATED TO THE BUSINESS WE OPERATE ON THE SITE, BY YOU OR ANY THIRD PARTY (E) ANY USER CONTRIBUTED CONTENT, (F) INTERACTION BETWEEN OUR SITE AND ANY THIRD PARTY SITE, INCLUDING WITHOUT LIMITATION A SOCIAL MEDIA SITE, FACILITATED BY A TOOL OR SERVICE ON OUR SITE AND/OR (G) ANY ACTUAL OR ATTEMPTED COMMUNICATION OR TRANSACTION, INCLUDING WITHOUT LIMITATION, ANY PAYMENT TRANSACTION (EVEN IF WE OR ANY THIRD PARTY PROVIDER RECEIVE A COMMISSION OR FEE IN CONNECTION THEREWITH) BETWEEN USERS, IN EACH CASE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS AND EXCLUSIONS APPLY WITHOUT REGARD TO WHETHER THE DAMAGES ARISE FROM (1) BREACH OF CONTRACT, (2) BREACH OF WARRANTY, (3) STRICT LIABILITY, (4) TORT, (5) NEGLIGENCE, OR (6) ANY OTHER CAUSE OF ACTION, TO THE MAXIMUM EXTENT SUCH EXCLUSION AND LIMITATIONS ARE NOT PROHIBITED BY APPLICABLE LAW.

IF YOU ARE DISSATISFIED WITH THE SITE, YOU DO NOT AGREE WITH ANY PART OF THE TERMS, OR HAVE ANY OTHER DISPUTE OR CLAIM WITH OR AGAINST US, ANY THIRD PARTY PROVIDER OR ANY USER OF THE SITE WITH RESPECT TO THESE TERMS OR THE SITE, THEN YOUR SOLE AND EXCLUSIVE REMEDY AGAINST US IS TO DISCONTINUE USING THE SITE. IN ALL EVENTS, OUR LIABILITY, AND THE LIABILITY OF THE COMPANY, TO YOU OR ANY THIRD PARTY IN ANY CIRCUMSTANCE ARISING OUT OF OR IN CONNECTION WITH THE SITE IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES YOU PAY TO US IN THE TWELVE MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY OR (B) \$100.00 IN THE AGGREGATE FOR ALL CLAIMS.

#### 16. Disclaimers.

THE SITE, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS, AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THE SITE, IS PROVIDED "AS IS." TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER FOR THE CONTENT ON THE SITE OR THE MATERIALS, INFORMATION AND FUNCTIONS MADE ACCESSIBLE BY THE SOFTWARE USED ON OR ACCESSED THROUGH THE SITE, FOR ANY PRODUCTS OR SERVICES OR HYPERTEXT LINKS TO THIRD PARTIES OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE SITE OR ANY LINKED SITE, EVEN IF WE BECOME AWARE OF ANY SUCH BREACHES. FURTHER, WE EXPRESSLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ACCURACY. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SITE OR ANY MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

YOU ACKNOWLEDGE AND AGREE THAT ANY TRANSMISSION TO AND FROM THIS SITE IS NOT CONFIDENTIAL AND YOUR COMMUNICATIONS OR USER CONTRIBUTED CONTENT MAY BE READ OR INTERCEPTED BY OTHERS. YOU FURTHER ACKNOWLEDGE AND AGREE THAT BY SUBMITTING COMMUNICATIONS OR USER CONTRIBUTED CONTENT TO US AND BY POSTING INFORMATION ON THE SITE, INCLUDING PROPERTY LISTINGS, NO CONFIDENTIAL, FIDUCIARY, CONTRACTUALLY IMPLIED OR OTHER RELATIONSHIP IS CREATED BETWEEN YOU AND US OTHER THAN PURSUANT TO THESE TERMS.

YOU ACKNOWLEDGE AND AGREE THAT YOU WILL NOT HOLD OR SEEK TO HOLD US OR ANY THIRD PARTY PROVIDER RESPONSIBLE FOR THE CONTENT PROVIDED BY ANY USER, INCLUDING, WITHOUT LIMITATION, ANY TRANSLATION THEREOF, AND YOU FURTHER ACKNOWLEDGE AND AGREE THAT WE ARE NOT A PARTY TO ANY RENTAL TRANSACTION OR OTHER TRANSACTION BETWEEN USERS OF THE SITE. WE HAVE NO CONTROL OVER AND DO NOT GUARANTEE (OTHER THAN PURSUANT TO ANY GUARANTEE THE MAY BE OFFERED ON THE SITE) THE SAFETY OF ANY TRANSACTION, RENTAL PROPERTY OR THE TRUTH OR ACCURACY OF ANY LISTING OR OTHER CONTENT PROVIDED ON THE SITE.

YOU FURTHER ACKNOWLEDGE THAT BY DISPLAYING INFORMATION OR PROPERTY LISTINGS IN PARTICULAR DESTINATIONS, WE DO NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH DESTINATIONS IS WITHOUT RISK AND ARE NOT LIABLE FOR DAMAGES WITH RESPECT TO TRAVEL TO ANY DESTINATION.

17. Release; Indemnification.

IN THE EVENT THAT YOU HAVE A DISPUTE WITH ONE OR MORE OTHER USERS OF THE SITE (INCLUDING, WITHOUT LIMITATION, ANY DISPUTE BETWEEN USERS REGARDING ANY TRANSACTION OR USER CONTRIBUTED CONTENT) OR ANY THIRD PARTY PROVIDER OR ANY THIRD PARTY WEBSITE THAT MAY BE LINKED TO OR FROM OR OTHERWISE INTERACT WITH THE SITE, INCLUDING WITHOUT LIMITATION ANY SOCIAL MEDIA SITE, YOU HEREBY AGREE TO RELEASE, REMISE AND FOREVER DISCHARGE THE COMPANY, EACH OF THEIR RESPECTIVE AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, AND ALL OTHER RELATED PERSONS OR ENTITIES FROM ANY AND ALL MANNER OF RIGHTS, CLAIMS, COMPLAINTS, DEMANDS, CAUSES OF ACTION, PROCEEDINGS, LIABILITIES, OBLIGATIONS, LEGAL FEES, COSTS, AND DISBURSEMENTS OF ANY NATURE WHATSOEVER, WHETHER KNOWN OR UNKNOWN, WHICH NOW OR HEREAFTER ARISE FROM, RELATE TO, OR ARE CONNECTED WITH SUCH DISPUTE AND/OR YOUR USE OF THE SITE.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

YOU HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD THE COMPANY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY AND COSTS INCURRED BY THE INDEMNIFIED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF YOUR USE OF THE SITE OR OTHERWISE RELATING TO THE BUSINESS WE CONDUCT ON THE SITE (INCLUDING, WITHOUT LIMITATION, ANY POTENTIAL OR ACTUAL COMMUNICATION, TRANSACTION OR DISPUTE BETWEEN YOU AND ANY OTHER USER OR THIRD PARTY), ANY CONTENT POSTED BY YOU OR ON YOUR BEHALF OR POSTED BY OTHER USERS OF YOUR ACCOUNT TO THE SITE, ANY USE OF ANY TOOL OR SERVICE PROVIDED BY A THIRD PARTY PROVIDER, ANY USE OF A TOOL OR SERVICE OFFERED BY US THAT INTERACTS WITH A THIRD PARTY WEBSITE, INCLUDING WITHOUT LIMITATION ANY SOCIAL MEDIA SITE OR ANY BREACH BY YOU OF THESE TERMS OR THE REPRESENTATIONS, WARRANTIES AND COVENANTS MADE BY YOU HEREIN, INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS. YOU SHALL COOPERATE AS FULLY AS REASONABLY REQUIRED IN THE DEFENSE OF ANY CLAIM.

WE RESERVE THE RIGHT, AT OUR OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU AND YOU SHALL NOT, IN ANY EVENT, SETTLE ANY MATTER WITHOUT OUR WRITTEN CONSENT.

18. Jurisdiction; Choice of Law and Forum; Time Limit.

THIS SITE IS OPERATED BY US IN THE UNITED STATES AND WE MAKE NO WARRANTY THAT THE MATERIALS AND CONTENT ON THE SITE ARE APPROPRIATE OR AVAILABLE FOR USE OUTSIDE OF THE UNITED STATES. THOSE WHO CHOOSE TO ACCESS THE SITE FROM OUTSIDE THE UNITED STATES DO SO ON THEIR OWN INITIATIVE AND ARE RESPONSIBLE FOR LOCAL LAWS, IF AND TO THE EXTENT THAT LOCAL LAWS ARE APPLICABLE.

ANY AND ALL SERVICES AND RIGHTS OF USE HEREUNDER ARE PERFORMED, PERFORMABLE AND/OR SOLD IN THE STATE OF TEXAS, UNITED STATES OF AMERICA, AND YOU IRREVOCABLY AGREE AND CONSENT THAT ANY CAUSE OF ACTION YOU MAY SUBMIT IN CONNECTION WITH YOUR USE OF THE SITE OR PURSUANT TO THESE TERMS WILL BE FILED IN THE STATE OR FEDERAL COURTS IN TRAVIS COUNTY, TEXAS WHICH YOU ACKNOWLEDGE, CONSENT TO AND AGREE WILL BE THE EXCLUSIVE FORUM AND VENUE FOR ANY LEGAL DISPUTE BETWEEN YOU AND US. YOU ALSO AGREE THAT ANY DISPUTE BETWEEN YOU AND US WILL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

ANY CAUSE OF ACTION YOU MAY HAVE HEREUNDER OR WITH RESPECT TO YOUR USE OF THE SITE MUST BE COMMENCED BY FILING SUIT IN TRAVIS COUNTY, TEXAS, WITHIN ONE (1) YEAR AFTER THE INCIDENT UPON WHICH THE CLAIM OR CAUSE OF ACTION IS BASED FIRST OCCURRED.

#### 19. Additional Terms and Conditions Applicable to Online Leasing.

Use of Reservation Manager or other Online Leasing Tools We Offer on our Sites. In addition to being bound by the other terms set forth herein, Users and Members who use The Website or any other tool provided by us or a third party provider on our Site enabling users to pay for the rental of properties online on one or more of our Sites (collectively, the “Tenant Services”) are also bound by the following terms, which are in addition to any other terms applicable in connection with using our Site. In addition, if such Leasing Services include payment or other services provided by a third party provider, such services are subject to the additional terms and conditions and privacy policies of such third party providers.

Tenant Services. We provide Tenant Services to manage inquiries, quotes, rental agreements and allow for payments to be made relating to the rental. Please review the following terms and the terms and conditions of any third party provider carefully. If you do not agree to these or such third party provider’s terms, you have no right to obtain information from or otherwise continue using our Tenant Services. Failure to use our Leasing Services in accordance with the following terms of use may subject you to severe civil and criminal penalties and other liability.

Rental Agreement. By utilizing a rental agreement as part of the Leasing Services or otherwise displaying terms relating to the rental as part of the online Leasing process (including such terms that we may require), the user (as “Guest”) and member (as “Owner”) each agree to the terms



and conditions set forth in the rental agreement or other such terms displayed in the Leasing process (including without limitation the cancellation refund policy) effective as of the date that the user indicates acceptance of the Leasing or rental agreement, as applicable. You hereby acknowledge and agree that (a) you are fully responsible for such terms and conditions, (b) any rental agreement used, whether a sample provided by the Site or a rental agreement copied and pasted in Reservation Manager (or another online Leasing tool on the Site) by either party, is used solely at their own risk and expense, (c) nothing contained in the Leasing Services, this Agreement, or any sample rental agreement is a substitute for the advice of an attorney, and (d) that you have been hereby advised to obtain local legal counsel to prepare, review and revise as necessary any rental agreements to ensure compliance with federal, state, and local law and their particular circumstances, and to revise the rental agreement as necessary to accurately represent their property, rules, features, etc. Users agree to terms within lease agreements by each other and leave The Company harmless of any disputes in regards to the lease agreement. Users know The Company did not provide and or advise any legal or binding information or products.

Terms Applicable to Use of Leasing Services or Third Party Online Leasing Services.

Third Party Leasing Services Software. There are some Members, typically property managers, who use the software provided by our affiliate, The Company Software, or a third party. Such software (“Other Leasing Services”) may be governed by terms provided by the third parties or Members making such Other Leasing Services available. Users who use such Third Party Leasing Services are responsible for complying with such terms in addition to our Terms, including, but not limited to the following.

Timing of Acceptance of Leasing Requests and Payment Processing Applicable to Property Managers and Other Members Using Online Leasing. Members who are property managers and other members who use our online Leasing tools agree to use commercially reasonable efforts to respond to all Leasing requests from Tenants within 24 hours of receipt of a request for Leasing. Such Members further agree to take commercially reasonable efforts to cause all Tenant payments to be processed within 24 hours of authorization by the Tenant for such payment.

## 20. Responsibility for Property and Tenant Liability.

We do not provide liability insurance protection for owners, property managers, or Tenants; regardless of whether a user obtains insurance coverage through one of our third-party providers. Users are solely responsible for obtaining insurance coverage sufficient to protect their properties and tenants, as applicable. Members agree that they have or will obtain the appropriate insurance coverage sufficient to cover the rental of the properties they manage on the Site prior to the arrival of their Tenant and will maintain adequate insurance coverage through the departure date of any Tenant they have obtained via one of our Sites. Further, Members agree to provide us with copies of relevant proof of coverage upon request.

## 21. GENERAL

Your agreement to abide by these Terms, the Privacy Policy and any other terms posted on any Site, with respect to any Site you use, is between you and the entity listed above operating such Site.

**No Agency:** Our relationship is that of independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relations is intended or created by these Terms or your use of the Site.

**Notices:** Except as explicitly stated otherwise, any notices to us shall be given by postal mail to the reference in the Contact Us section.

When we need to send you a notice, it will be sent to the email address you provide to the Site during the registration process or as later updated in your account (if applicable). The notice shall be deemed given upon receipt or 24 hours after an email is sent unless the sending party is notified that the email address is invalid. Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, to any physical or electronic address provided to us during the registration process or as later updated in your account (if applicable). In such case, notice shall be deemed given three days after the date of mailing to a physical address and one day after mailing to an electronic address.

**Changes to the Site or these Terms and Conditions:** We may change, suspend or discontinue any aspect of the Site at any time, including the availability of any Site features, database, or content. We may also impose limits on certain features or services or restrict your access to parts or the entire Site without notice or liability.

This version of the Terms became effective on the date set forth above and this version amends the version effective prior to such date. We reserve the right, in our sole discretion, to amend these Terms, in whole or in part, at any time, with or without your consent and you acknowledge and agree that your consent to any such amendment is not required in the event the proposed amendment is clerical and/or non-substantive in nature. Notification of any amendment will be posted on the Site by the indication of the last amendment date at the top of these Terms and will be effective immediately. If you disagree with any non-clerical and/or substantive amendment to these Terms, then (i) your sole remedy as a Tenant, or any other user other than a member, is to discontinue your use of the Site, and (ii) your sole remedy as a member is to withhold your consent to the applicability of the proposed amendment to your use of the Site, in which case your use of the Site will continue to be governed by the terms and conditions that were applicable to your use of the Site during the then current term of your subscription as the same were in effect immediately prior to the proposed amendment and you agree that you are responsible for keeping a copy of such terms. When members renew subscriptions, the terms in effect at the time of renewal will govern, provided that such terms may change as described above.

We also reserve the right, in our sole discretion and from time to time, to offer programs, products or services with unique terms and conditions that are separate from and may supersede or supplement in certain respects these Terms. In such cases, your use of the Site with respect to

such special program is governed by these Terms together with the terms and conditions of such program, product or service.

We reserve the right, but assume no obligation, to agree to different or conflicting terms and conditions with respect to any user. Any such terms and conditions will not be enforceable unless specifically agreed to by us.

Subscription rates and fees (including any commissions) charged for any listing that is not subscription based (such as pay-per-Leasing or pay-per-lead) are set at the time of a user or member's purchase of the subscription or renewal or sign up for the non-subscription based, listing, as applicable. Such rates and fees are subject to change without notice or approval. For subscription listings, the rates in effect at the time of the member's next subscription renewal, new listing or a member's upgrade or any other additional or new order of any product or service will govern for such renewal or other order. The fees and commissions applicable to pay-per-Leasing listings offered on one or more Sites will be displayed under the "List Your Property" tab when such product is generally made available on a Site or shall be otherwise set forth in a communication between us and the member.

The types of products and services (including the features, terms, and operation thereof) offered at the time of a member's subscription or sign up for a non-subscription based listing are subject to the descriptions displayed at the time of use and/or purchase and are subject to change without notice or approval. We further reserve the right to offer additional products, services or features for purchase at any time. See also the section below relating to auto-renewal of subscriptions.

**Your Record of These Terms:** We do not separately file the Terms entered into by each user of the Site. Please make a copy of these Terms for your records by printing and/or saving a downloaded copy of the Terms on your personal computer.

**Enforcement of These Terms:** We may immediately terminate any user's access to or use of the Site due to such user's breach of these Terms or any other unauthorized use of the Site. However, we do not guarantee that we will take action against all breaches of these Terms. Our failure to take immediate action with respect to a breach by you or others does not waive our right to act with respect to such breach or any other breach. Any action or inaction by us in response to any breach of these Terms does not limit our rights with respect to actions we may take in response to any other similar or different type of breach.

**Entire Agreement, Conflict, Headings and Severability:** These Terms constitute the entire agreement between us and you with respect to the matters set forth herein and supersede any prior agreement between us and you with respect to your use of the Site. Headings in these Terms are for reference only and do not limit the scope or extent of such section. In the event of any conflict between these Terms and any other terms and conditions applicable to a product, tool or service offered on our Site, the Terms herein shall prevail. If any portion of these Terms is found to be invalid or unenforceable by any court of competent jurisdiction, the other provisions of these Terms shall remain in full force and effect. Further, any provision of these Terms held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

Assignment: We may assign these Terms in our sole discretion. Users must obtain our prior written consent to assign these Terms, which may be granted or withheld by us in our sole discretion.

#### Additional Terms and Conditions Applicable to Our Members

In addition to being bound by the Terms set forth above, members who purchase subscriptions to advertise a property on the Site are also bound by the following terms, which are in addition to any other terms agreed to in connection with purchasing or renewing a subscription.

#### 22. Member Eligibility; Accuracy of Information; Representations.

Our services may only be used by members who can form legally binding contracts under applicable law. If you are registering as a business entity, you represent that you have the authority to bind the entity to these Terms. Each member represents and covenants that all information submitted to us and to the Site during such member's registration with the Site shall be true and correct. Each member further agrees to promptly provide notice to the Site by contacting us as provided above under "General – Contact Us" regarding any updates to any such contact information previously submitted by such member to the Site. Each member agrees to promptly provide such proof of personal identification, proof of ownership of the property listed on the Site, and proof of authority to list the property as we may request. Each member further represents and covenants that: (i) it owns and/or has all necessary rights and authority to offer for rent and to rent the property listed by such member; (ii) it will not wrongfully withhold a rental deposit in breach of the underlying rental agreement; (iii) that it will accurately describe the subject rental property, will not fail to disclose a material defect in, or material information about, a rental property and will upon request, or otherwise from time to time, review the property listing content and location or geographic description to ensure it is accurate and not misleading ; (iv) that it will not wrongfully deny access to the listed property; and (v) that it will not fail to provide a refund when due in accordance with the applicable cancellation policy or underlying rental agreement. Upon our request, each member agrees to promptly provide to us such proof of personal identification, proof that the condition, location, or amenities associated with the property are accurately described in the listing, proof of ownership of the property listed on the Site, and/or proof of authority to list the property as we may request. If you are a tenant who is listing a home, condominium, or apartment, please refer to your rental contract or lease, or contact your landlord, prior to listing the property to determine whether your lease or contract contains restrictions that would limit your ability to list your room, home, condominium or apartment. Listing your home may be a violation of your lease or contract and could result in legal action against you by your landlord, including possible eviction.

#### 23. Appearance in Search Results.

We cannot guarantee that your listing will appear in any specific order in search results on a Site. Search order will fluctuate based on a variety of factors such as search parameters, subscription

level purchased, listing quality, how frequently a calendar is updated, and other factors that we may deem important to the user experience from time to time. Listing appearance or order in any particular search result may also vary depending on the search criteria used by the particular Tenant. We reserve the right to apply various search algorithms or to use methods to optimize results for particular Tenants' experiences and the overall marketplace. Listings placed on a non-subscription basis, such as pay-per-Leasing, may not always appear in search results in any particular subscription level or at all. Listings distributed to third party sites are not guaranteed to display on such third party site in any particular order or at all. Search results and sort order may appear different on The Company's mobile application than they appear on the Site. To optimize the search experience for both members and Tenants, The Company retains the right to run occasional tests that will be limited in duration but may alter how we display search results and subscription levels.

#### 24. Content, Layout and Copy.

All content and copy edits submitted by members are subject to review and approval by us in our sole discretion. We reserve the right to refuse to publish any content that we determine in our sole discretion does not meet these Terms or is otherwise unacceptable to us. However, we assume no duty to review content and we shall not have any liability for any loss or damage resulting from the design or positioning of the copy, properties, content and/or photographs or any change made to any content, photograph or copy submitted by any member. All content must meet these Terms and our Content Guidelines. We reserve the right to edit content submitted to the Site in a non-substantive manner solely to cause the content to comply with our content guidelines or formatting requirements. Members are responsible for reviewing and ensuring that any content displayed on the Site appears as the member intended.

#### 25. Photographs.

Photographs should depict the rental as the main subject of the photograph and may not include children or adults if you do not have their legal consent or any information that would violate the privacy rights, intellectual property rights or any other rights of a third party. We reserve the right not to display or to remove any photographs that we determine, in our sole discretion, do not meet these Terms or are otherwise unacceptable to us.

By submitting a photograph to us, the member represents and warrants that (a) (i) it holds all intellectual property rights with respect to each submitted photograph, or (ii) it has secured from the copyright holder all rights necessary for the photograph to be used in an online advertisement, (b) that any people in the photograph have given permission for their likeness to be displayed in an online advertisement on the Site, (c) that the photograph accurately and fairly represents the subject of the photograph and has not been altered in any manner that would mislead a viewer of that photograph, and (d) that it will indemnify and hold harmless the Site and any member of The Company from any cause of action arising from any misrepresentation with respect to any and all photographs so submitted.

It is the member's responsibility to obtain reproduction permission for all photographic and other material used in its listings. The member warrants that it is the owner of the copyright in such material or is authorized by the owner thereof to grant to us the rights therein contained and agrees to provide any proof of such rights to us that we may request.

Further, each member agrees that we may reproduce in whole or in part any photographic material supplied by such member in the promotion of either such member's property or the promotion of the Site.

## 26. Uses of Our Trademarks or Logos.

There are limited ways in which you may use our trademarks or logos without specific prior written authorization. The following are general guidelines: It is usually permissible for you to refer to The Company or the name of one of our affiliate websites on which you list your property in a descriptive manner in your listing on the Site or in other permissible communications. For example, you might say "Check out my rental on The Website," or "I list properties on The Website." However, you may not refer to The Company or any of our affiliates in any way that might lead someone to believe that your company or site is sponsored by, affiliated with, or endorsed by The Company or one of our affiliates. For example, you may not say "PRIMERA 121 PROPERTIES LLC sponsors my rental," or describe your property as "PRIMERA 121 PROPERTIES LLC's best rental." You may not use The Company name or one of our affiliates' names on any other website that lists rentals without our prior written authorization. You may not use **PRIMERA 121 PROPERTIES LLC** as a name in an email address (e.g. [PRIMERA 121 PROPERTIES LLC@gmail.com](mailto:PRIMERA_121_PROPERTIES_LLC@gmail.com), [PRIMERA 121 PROPERTIES LLC@YOURWEBITE.com](mailto:PRIMERA_121_PROPERTIES_LLC@YOURWEBITE.com)).

The Company name and logo and those of The Company and our affiliates are registered trademarks in the United States and other jurisdictions around the world. We generally do not permit the use of our names and logos, other than as described above or with our prior written authorization. If you want permission to use our name and/or logo in any other manner, including, without limitation, on any website, business card, signage, t-shirts, etc.

## 27. Hypertext Links.

We reserve the right to refuse hypertext links to, or addresses of, other web sites from members' pages, and to remove links or web addresses without notice at our sole discretion. Further, we reserve the right to charge for hypertext links at any time.

## 28. Substitution of Properties; Advertising More Than One Property; Property Managers.

Each listing must relate to an individual and uniquely identified property if you are managing more than 50 properties you may be restricted on listing and be required to purchase partner products designed for property managers. This means that:

- (a) Prior to listing a property with The Website or partner affiliates, all users are required to be verified with a credit card, a picture of the user holding their state-sanctioned I.D., with both names matching and a picture and the card. Additionally, a phone number is required to be verified and possibly social media accounts. All information that is collected is for the sole purpose of verifying user Identity in order to prevent fraudulent users from preying on unsuspecting tenants or landlords.

## 29. Unauthorized Payment Methods; Subscription Payments; Automatic Renewal of Subscription Payments.

Payments between members and Tenants: We are not a party to any payment transaction between members and Tenants, even if we receive a commission in connection with any payment transaction. Payments in which leave any user with a Negative Balance in their account are required to fund the negative balance in order to make it whole or at least zero (\$0.00) immediately and at the longest 24hours.

The Company provides its members with the ability to receive payments within 24 hours. For this to be allowed in a users or Member account they must first agree to the TC PAYMENTS QUICK PAY BALANCE WATCH, which requires all users to fund any Negative Balances that might arise. Negative Balance to be defined as a Users or Members TC Payments account, Dwolla account, Paypal account and or Stripe account in which is directly related to The Company or any of its partners' sites in conjunction with payments for The Website platform of which is below a zero balance (\$0.00). In the event, a tenant does make a payment in which they did not have funds for the transaction and a Negative Balance arises, the Member/User Landlord will return the balance transferred from TC Payments to their account in order to make the account no longer have a Negative Balance. The Member understands that The Company is sending them money while we wait for the tenant's payment to come through, so if a tenant's payment bounces (no funds available) then the Negative Balance that arises is funds that have come from The Company's own account and those funds need to be returned. Members, Users, Landlord, Tenants, and all users agree that they are liable for any cost related to the collections and fees for recouping the funds lost in a Negative Balance.

Bounced Payments - any User who sends a payment to another User, but does not have sufficient funds for the payment will result in a bounced payment, which will send funds to the receiving User, but unable to draw on funds from the sending User due to inadequate funds available. In the event, funds are transferred to the receiving User, but a bounce does acquire the Receiving User will have a Negative Balance due to withdrawing the funds of which were bounced. The Company holds the liability for such transaction as a convenience for users and therefore Users all agree to fund the Negative Balance immediately and make The Company whole. Any delay in correcting a Negative Balance can result in fees charged and activity suspended.

Any violation of this term or any other unacceptable payment methods that may be posted on the Site may result in the immediate removal of the non-conforming listing from the Site without notice to the member and without refund. From time to time, we may become aware of users attempting to conduct a transaction that would involve an unauthorized payment method or a fraudulent payment method. Ideally, we hope to be able to assist users in avoiding such transactions, but we assume no liability or responsibility to do so or to inform users of any such actual or suspected activity.

Payments for subscriptions: Payment for subscription listings must be made to us in U.S. Dollars paid either by major credit or debit card, or a check drawn on a U.S. bank.

Automatic Renewal of Subscriptions: For any subscription paid for by credit card, such subscription shall automatically renew at the expiration of the then-current term for an additional term of the same duration (as the previous term) and at the then-current non-promotional subscription rate. If such subscription was purchased by check or another form of payment other than by credit card (if such other payment form was permitted), such subscription shall not be automatically renewed. Automatic renewal applies to all subscriptions purchased by credit card. The automatic renewal feature allows your service to remain uninterrupted at the expiration of your then-current term. If you wish to turn off auto-renewal, you must log on to your account and manually turn off auto-renewal in your owner dashboard found on The Website, at least 5 days prior to the expiration of the then-current term. Upon any such turning off auto-renewal, your subscription will remain active through the expiration of your then-current subscription term; however, your subscription will not be automatically renewed upon the expiration of your then-current term. If your subscription does not auto-renew or expires at the end of your then current subscription term and you desire to renew your subscription, you will be required to pay the then-current non-promotional subscription rate to renew your subscription or to activate a new subscription.

If you do not turn off auto-renewal and you continue to use our subscription service, you re-affirm and authorize us to charge your credit card at the end of each subscription term for an additional term of the same duration as the initial term and at the then-current non-promotional subscription rate for the same product or service.

If the product or service that you last purchased has changed in any way or is no longer offered, you agree and authorize us to charge your credit card at the renewal of your subscription term for a product or service that is the most similar, as determined by us, to the product or service that you previously purchased, even if the price of such product or service is not the same of the prior product or service that you purchased. You agree to be responsible for any such charges, and we reserve the right to obtain payment directly from you if necessary.

If you wish to avoid billing of subscription fees for the renewal term to your credit card, you must turn off auto-renewal for your subscription at least 5 days before it renews. If you wish to change your credit card to be charged or if your credit card information otherwise changes, see The Website for FAQ information on updating the information in your owner dashboard, as applicable or to provide the new or different credit card information, as applicable, to provide the new or different credit card information.



Non-Subscription Listings: If a Site enables you to list your property on a basis other than by subscription, you agree to pay us compensation as described to you in the sign up process for each rental of the property displayed in such listing, which terms may be updated by us from time to time without notice by us displaying the terms on the Site on which you signed up for the listing. The signup process and additional notices you may receive from us may also provide additional terms and conditions for such listings.

### 30. Subscription Term, Refund Requests, and Termination.

Subscription Term: All subscription listings are sold to run the full term that is chosen by the member. The term starts on the date that the member submits the full or initial (as applicable) payment and expires on the last date of the term chosen by the member. For example, for an annual subscription term, if the member submits payment for the subscription on July 1st, the subscription would expire on June 30 of the following year.

Refund Requests: Generally, no refunds are available. All sales are final by The Company and or third-party sales. If you feel a refund is needed such requests can be reviewed, but the purchase is done with the understanding that there is a no refund policy and all sales are final.

Refund Requests for Subscriptions: All subscription purchases are final and non-refundable. Subscriptions whether daily, weekly, monthly or with a date range that is pre-established and set up for recurring charges must be changed to a free version or canceled prior to the date and time of the charge. Once invoiced and charged the funds are non-refundable. Requests may be reviewed, but due to the nature of The Company being charged for white label services and other user-related costs - all transactions are final.

If you renew your subscription, or if your subscription automatically renews under its terms of your subscription, your account will remain actively subscribed for the entire subscription period without refund. If you sell your property and no longer wish to be a subscriber, please change your subscription within your account to the free "Basic" version; however, no refund will be owed.

Our Right to Terminate a users account: If in our sole discretion, any member submits unsuitable material to our Site or into our database, misuses the Site or our online system or is in material breach of these Terms, we reserve the right to terminate such member's subscription(s) immediately without refund. In addition, if we become aware of or receive a complaint or a series of complaints from any user or other third party regarding a member's rental practices that, in our sole discretion, warrants the immediate removal of such member's listing from the Site (for example, and without limitation, if a member double-books a property for multiple Tenants on the same date, or engages in any practice that, in our sole discretion, would be considered deceptive, unfair or improper within the rental industry or in an online marketplace for rentals, if we determine or suspect that the member's payment-related practices or procedures are not secure, legal or otherwise proper, or if we receive a complaint that any listing's content infringes on the rights of a third party), then we may immediately terminate such member's listing(s) or

subscription(s) without notice to the member and without refund. We assume no duty to investigate complaints. Finally, if any member is abusive or offensive to any employee or representative of the The Company Group, we reserve the right to terminate such member's listing(s) or subscription(s) immediately without refund. Finally, if any member is in breach of these Terms or its obligations to us or any of our third-party providers then we may terminate such member's subscription(s) immediately without notice to the member and without refund.

**Transfer of Listing to a Third Party:** No listing may be transferred to another party. In the event of a property sale or change in property management, The Company will provide guidance on options for creating a new listing.

Annual subscriptions are provided as stated at the time of purchase. Annual subscriptions include at times 2 months of free service over the 1 year automatic renewal time period, so refunds are not provided. Such subscriptions and payments are final. Please review the product and plan selection prior to purchase as subscriptions for monthly and annual are non-refundable. Plans and features may change from time to time, but subscriptions will entitle you to at least the basic services offered at the time of purchase. Normally each subscription plan will evolve and include more features over time and Users will not be required to pay an additional fee over that payment period in regards to the subscription in which they are signed up. Under subscriptions, Users may still find products and services available for purchase and these products are not part of the subscription but can be purchased separately. Users will receive an original receipt, but ongoing monthly transaction receipts may be found in their account under "upgrade my plan".

In the event, a User wants to cancel their subscription or discontinue automatic payments renewal they may do so by logging into their account and under settings and "Upgrade my Plan" they can change manage their subscriptions of which is immediate. They may also email Us the contact listing to the email listed in the Contact US section from their email in which the account is managed and request for a support team member to assist them. Any request sent via the support email is limited to at least 5 business day before subscriptions can be changed due to holidays, weekends, call volume and workload.

### 31. Distribution of Listings to Third Party Websites.

To enable Members to obtain broader distribution of their properties, we may provide your listing information, or otherwise provide for the distribution of, your listing on a Third Party Website. Additional terms and conditions may apply to such distributions, which will be the responsibility of the user. We may post your listing to many third-party websites that partner with The Company and therefore all terms within our site are applicable to third parties as well.

### 32. Registration and Account Security

User commitments

In protecting user information users also commit to the following:

1. You will not provide any false personal information, or create an account for anyone other than yourself without permission.
2. If we disable your account, you will not create another one without our permission.
3. You will not post properties for rent of which you do not have authority to be listing.
4. You will not rent, collect rent, collect fees, deposits or misrepresent yourself to potential applicants for the sake of fraud, theft or any other inappropriate activity.
5. You will not use The Website for any illegal activity of any sort.
6. You will not use The Website if you are under 13.
7. You will keep your contact information accurate and up-to-date.
8. You will not share your password (or in the case of developers, your secret key), let anyone else access your account, or do anything else that might jeopardize the security of your account.
9. You will not transfer your account (including any Page or application you administer) to anyone without first getting our written permission.
10. If you select a username or similar identifier for your account or Page, we reserve the right to remove or reclaim it if we believe it is appropriate (such as when a trademark owner complains about a username that does not closely relate to a user's actual name).

### 33. Community Payments Terms

When you use The Website Payments services to pay rent, service professionals, owners, receive rent and pay for things on The Website, you agree that we may communicate with you electronically any important information regarding your purchase or your account.

#### 1. Payments

1. Funding and spending. When you make a payment using The Website, you agree to have the funds in your account prior to sending funds.
2. You acknowledge that we use Dwolla and Stripe Connect for The Website Payments and you will be subject to Dwolla's and or Stripe's terms of service as well. Dwolla terms of service are provided separately when creating a Site Payments account and can be found on the Dwolla site as are Stripe's.
3. The Company provides access for users to use Stripe to execute online payment transactions. By using this feature of the Service, you agree to be bound by the Stripe Connected Account Agreement, available at <https://stripe.com/connect/account-terms>. This may be updated from time to time. For the avoidance of doubt, if any payment you initiate using the Service does not successfully complete, the payee reserves the right to seek payment from you via or outside the Service. Any authorization you provide to make repeating automatic payments using the Service will remain in effect until canceled.
4. The Company provides access for users to use PayPal to execute online payment transactions. By using this feature of the Service, you agree to be bound by the Paypal's

terms of service, available

at <https://www.paypal.com/ga/webapps/mpp/ua/useragreement-full>. This may be updated from time to time. For the avoidance of doubt, if any payment you initiate using the Service does not successfully complete, the payee reserves the right to seek payment from you via or outside of the Service. Any authorization you provide to make repeating automatic payments using the Service will remain in effect until canceled.

5. You agree that if at any time The Company finds or has reason to doubt the legitimacy of your account or payments The Company can intervene and seize any and all funds until property identity is confirmed for funds to be returned to the proper owners.
6. In the event, The Company suspects your account of being fraudulent you agree that The Company will seize all funds and hold them until either the property authorities and owners have been contacted and funds returned.

#### 34. Consent to receive electronic Communications.

1. Communications. By opening an Account and using The Website, you consent to receive all Communications from The Company electronically and you confirm that you can access, receive and retain such Communications. "Communications" means all communications, terms, disclosures, notices, and statements that we provide to you in connection with your Account and your use of The Website Payments. We provide Communications to you by posting them on The Website, sending to your Site account or by emailing them to you at the email address associated with your Account.
2. Notices to you. Communication will be considered to be received by you within 24 hours after the time we post it to our website or email it to you.
3. Hardware and software requirements. In order to access and retain Communications electronically, you need the following hardware and software:
  - A computer, laptop, smartphone, or another device, that is Internet-enabled
  - A valid email account associated with your Account;
  - A web browser which includes 128-bit encryption, such as current versions of Chrome, Internet Explorer, Firefox, or Safari, with cookies enabled; and
  - Data storage to save Communications electronically or an installed printer to print them.
4. Keeping your contact information updated. You must keep your email address updated in order to receive Communications from The Company electronically. To update the email address associated with your Account, log into your Account on The Website and access the settings menu.
5. Requesting paper copies. You may request a paper copy of a Communication that we provided to you electronically by contacting us as set out in Section 2.7 (How to contact us regarding electronic Communications). We will send it to the mailing address on file for your Account. The Company may charge you a fee of \$5.00 for each paper copy of a Communication sent to you.
6. Withdrawing consent. You may withdraw your consent to receive Communications electronically by contacting us as set out in Section 2.7 (How to contact us regarding

electronic Communications). If you withdraw your consent, The Company may prohibit you from using the The Website Payments and may close your Account.

7. How to contact us regarding electronic Communications. If you have any questions regarding our policy on electronic Communications, please email us at the contacts listing in the Contact Us section.
8. Fees

1. Facilitator Fee. The recipient, such as a seller or a third party facilitating your payment transaction (“Facilitator”) may charge you additional service fees (“Facilitator Fee”) based on their terms and conditions. We recommend that you review Facilitator Fee terms before completing your payment.

2. Reversal Fee. If a payment that you received is subject to a Reversal as set out in Section 6 (Transaction reversal), you may be charged a fee of \$15.00 (“Reversal Fee”).

1. Transaction limits.

1. Account limits. You are limited on the amount of money that can be sent from your Account per transaction. The per transaction limit varies based on your Account type. Personal Accounts are limited to sending \$5,000.00 per transaction. Business, Non-profit, and Government Accounts are limited to sending \$10,000.00 per transaction. We reserve the right to decrease your spending limit at any time, for any reason.

2. Increased limits. You may apply for an increased spending limit here. Approval is solely in The Company’s discretion and may be reassessed and/or revoked at any time.

1. Funding source limitations.

1. Recipient Limitation. A recipient, such as a seller, may choose not to accept all forms of The Company funding sources. This means you may not be able to choose from the full range of funding sources you have available in your Account to complete your payment to that recipient. This would then be reflected in you’re The Website Payments account.

1. Transaction reversal.

- Debit the bank or credit union account(s) linked to your Account
- Suspend your Account and require your immediate payment; or
- Engage in collection efforts.

1. Reversals. Any payment that you receive may be reversed if: (a) the sender requests a reversal of the payment, (b) the sender’s bank or credit union requests a

reversal of the payment, (c) Dwolla requests a reversal or (d) The Company decides a Dispute against you (each a “Reversal”). You are liable to our Financial Institution Partners for the full amount of any payment that you receive that is subject to a Reversal and the Reversal Fee if applied.

2. Authorization to recover amounts due. You authorize The Company to recover any Reversal amounts due to our Financial Institution Partners by debiting your available Site balance. If you have an insufficient Site Payments balance, you authorize The Company and our Financial Institution Partners to take any of the following actions to recover the remaining amounts from you:

3. User Conduct and Restricted activities. You agree that in connection with your use of The Website Services and your interactions with The Company you will not

- Breach these Terms or any other applicable terms or policies of The Company, our Financial Institution Partners, or partner services that you have accepted;
- Provide false or inaccurate information to The Company, including identity information;
- Engage or attempt to engage in illegal or fraudulent activities;
- Engage in transactions involving illegal goods, including but not limited to counterfeit goods, stolen goods, illegal or controlled substances, and substances that pose a risk to consumer safety (including synthetics, “potpourri not for human consumption”, and other similar items)
- Engage in transactions involving illegal services, including but not limited to counterfeit services, illegal gambling, Ponzi and/or pyramid schemes, and money laundering;
- Engage in transactions involving debt collection services;
- Engage in transactions involving escort services;
- Engage in transactions involving the purchase, sale, or exchange of Virtual Currency or provide a Virtual Currency marketplace or exchange;
- Engage in transactions involving the purchase and/or sale of lottery tickets;
- Provide white label ATM services;
- Engage in the following activities without The Company’s prior written consent: transactions related to online gambling, or activities regulated by FinCEN, including money services business activities and payday lending;

- Attempt to receive or actually receive duplicate compensation for a disputed payment from the recipient (such as a seller), The Company, and/or your bank or credit union; or
- Engage in the activity that indicates, in the discretion of The Company or our Financial Institution Partners, that there may be a high level of risk associated with you, your Account, or any of your Account activity.

## 12. Disputes with other The Company users.

- You are asking The Company to assist in resolving the dispute in its sole discretion and that such assistance or The Company's decision may not be satisfactory to you;
  - The Company's assistance in resolving the dispute does not guarantee any particular outcome nor any action on The Company's part; and
  - You release The Company and our officers, directors, agents, employees, and suppliers from all claims, demands, and damages of any kind arising out of your dispute with a seller and The Company's review of your Dispute.
  - Within 45 days of the original transaction, email or support as listed in the Contact Us section with the following information:
    - The Account numbers and names of both parties, if available;
    - The transaction ID number;
    - The amount of the transaction; and
    - The details of your disagreement with the recipient, including any steps already taken to resolve the issue and copies of supporting documentation (such as email correspondence, receipts, shipping confirmations, etc.).
    - Provide any additional information or documentation that we may request. Once The Company has decided the outcome of the Dispute, the parties will be notified of the decision. You are required to comply with the decision and complete any actions required by such a decision.
1. Dispute resolution. You understand and agree that The Company is not responsible for the goods or services that you pay for using the The Company Payments. Each seller that you purchase from is responsible for providing the goods and services that you purchase and for providing all customer service related to those goods and services. We recommend that you review a seller's policies before completing your purchase. You are

responsible for resolving any disputes that you may have with a seller. If you have exhausted all options for resolving a dispute with a seller, you may choose to file a dispute claim with The Company by emailing the contact information listed in the Contact Us section.

2. Your liability and actions we may take.

- Suspending your access to your Account and/or the The Company Services;
- Suspending your access to your funds held in a Holding Account for up to 90 days;
- Taking action as set out in Section 6 (Transaction reversal) to recover amounts that you owe;
- Closing your Account;
- Contacting The Company users or third parties who have purchased goods or services from you, contacting your bank, and/or warning other The Company users, law enforcement, or other impacted third parties of your actions;
- Refusing to provide the The Company Services to you in the future; and
- Taking legal action against you.

3. Your liability. You are responsible for all Reversals, claims, fees, fines, penalties, and other liability incurred by The Company, our Financial Institution Partners, other Site users, or third parties arising from your breach of these Terms or your use of the Site Payments. You agree to reimburse The Company, our Financial Institution Partners, other Site users, or third parties for any and all such liability.

4. Actions we may take. If we determine, in our sole discretion, that you may have breached these Terms, that you or your Account activity present risk or security concerns, or if we are unable to verify your identity, we may take actions to protect The Company and our users, our Financial Institution Partners, or other third parties from Reversals, claims, fines, penalties, and any other liability.

1. Notice of limit or suspension. We will provide you with notice if we take any of the above actions against your Account. If we limit or suspend your Account, we will provide you with notice of our action.

2. Unauthorized transactions and Error resolution.

- Your name and Account number,



- The nature of the suspected Error and why you believe it is an Error, and
- The dollar amount of the suspected Error.

5. Notify The Company of Account Errors. Contact The Company immediately if you think that: (a) your Account has been accessed without your authorization, (b) a transaction that you did not authorize has occurred, (c) a transaction has been processed incorrectly to or from your Account, or (d) your Account statement contains an error regarding your transaction history (each, an Error). If you give someone access to your Account and that person conducts transactions without your authorization, these transactions are not considered Errors, unless you are the victim of a phishing attack or similar exploit. We must hear from you within 60 days after we provided the Account statement on which the suspected Error first appeared.

1. If you notify us by phone, we may require that you send us your inquiry by email within 10 business days.

1. Investigation by The Company. We will determine whether an Error occurred within 10 business days after you notify us and will correct any Error promptly. If we need more time, we may take up to 45 days to investigate. If we decide to do this, we will credit your Account within 10 business days for the amount of the suspected Error. If we ask you to send your inquiry by email and we do not receive it within 10 business days, we may not credit your Account. For Errors involving new Accounts, we may take up to 90 days to investigate and may take up to 20 business days to credit your Account.

1. Investigation results. The Company will tell you the results within 3 business days after completing our investigation. If we decide that there was no Error, we will provide you a written explanation. You may ask for copies of the documents that we used in our investigation.

1. Termination.

1. By you. You may stop using the Site Payments at any time. You may also close your Account at any time, as long as you have no pending transactions or open Disputes.
2. By us. We may close your Account or terminate your access to the The Website Payments without liability, for any reason, upon notice to you. Reasons for termination may include but are not limited to, your violation of these Terms or

any other applicable terms or policies of The Company or our Financial Institution Partners, Account inactivity, or The Company's assessment that you pose an unacceptable risk to the platform, based on our confidential risk and security criteria. The Company also reserves the right to modify or terminate the Site Payments at any time, for any reason.

1. Disputes with The Company.

1. Binding arbitration. You, The Company, and our Financial Institution Partners (the "Parties") agree that upon the election of either of the Parties, any past, present, or future dispute relating in any way to your Account, or any other past, present, or future relationship or transaction between the Parties, will be resolved by binding arbitration as discussed below, and not through litigation in any court. Such disputes are called "Claims" for purposes of this agreement. This binding agreement to arbitrate applies regardless of whether the dispute is between you and us jointly or separately. This arbitration agreement is entered into pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1-16. The arbitration shall be conducted by a single neutral arbitrator acting under the administration of United States Arbitration and Mediation, MidWest, Inc., and in accordance with the then-applicable United States Arbitration and Mediation Rules of Arbitration. Unless the Parties agree otherwise, or unless the arbitration administrator's rules or law require otherwise, the arbitration shall be held in Minneapolis, MN.
2. The arbitrator will decide the Claim in accordance with all applicable law, including recognized principles of equity and statutes of limitations, and will honor all privileges recognized by law. The arbitrator will have the authority to award to a Party any damages or relief provided for under applicable law. The arbitrator's decision shall be final and legally binding and may be enforced by any court having jurisdiction.
3. No class actions or similar process, and no joinder or consolidation of any Claim with a Claim of any other person or entity shall be allowable in arbitration, without the written consent of both Parties. The arbitrator shall have no authority to entertain any Claim on behalf of a class, group, person, or entity who is not a named party to the arbitration, nor shall any arbitrator have authority to make any award for the benefit of, or against, any class, group, person, or entity who is not a named party to the arbitration. In the event that there is a dispute about whether limiting arbitration to non-class proceedings, or to the named parties, is enforceable under applicable law, then that question shall be resolved by a court rather than by an arbitrator; and to the extent it is determined that resolution of a Claim must proceed on a class basis, it shall so proceed in a court of competent jurisdiction rather than in arbitration. If you elect to proceed with respect any Claim by an individual action in a small claims court, or its equivalent, instead of arbitration, we will not object, however, any such action shall be taken in small claims court in Texas or Delaware.
4. If the arbitrator or arbitration administrator would impose filing fees or other administrative costs on you, we will reimburse you, upon request, to the extent

such fees or costs would exceed those that you would otherwise have to pay if you were proceeding instead in a court. We will also pay additional fees or costs if required to do so by the arbitration administrator's rules or applicable law.

Apart from the foregoing, each Party will be responsible for any other fees or costs, such as attorney fees that the Party may incur. If you consider that you are unable to afford any fees or costs that would be yours to pay, you may request that we pay or reimburse them, and we will consider your request in good faith.

5. Arbitration with respect to a Claim is binding and neither Party will have the right to litigate that Claim in a court. In arbitration, the Parties will not have the same rights that apply in courts, such as the right to a trial by judge or jury and the right to participate or be represented in proceedings brought by others such as class actions or similar proceedings. In addition, the right to discovery and the right to appeal may also be limited or eliminated in arbitration. All of these judicial rights are waived with respect to Claims that the Parties elect to arbitrate.

1. General terms.

1. Indemnification. You agree to defend, indemnify and hold harmless The Company, our Financial Institution Partners, and our and their respective officers, directors, agents, employees, and suppliers from any third party claims, actions, proceedings, and suits and related liabilities, damages, settlements, penalties, fines, costs or expenses (including reasonable attorneys' fees and other litigation expenses) arising from: (a) your violation of these Terms or any other applicable terms or policies of The Company or our Financial Institution Partners; (b) your use of the The Company Payments; or (c) your negligence or willful misconduct; and/or (d) your actual or alleged violation of any third party rights, or any applicable laws, regulations or rules.
2. Limitation of liability. IN NO EVENT SHALL THE COMPANY, OUR FINANCIAL INSTITUTION PARTNERS, OR OUR OR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, OR SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES INCURRED IN CONNECTION WITH: (i) THESE TERMS, (ii) YOUR USE OF, INABILITY TO USE, OR UNAVAILABILITY OF THE COMPANY PAYMENTS, OR (iii) ANY GOODS OR SERVICES PURCHASED, RECEIVED, OR PAID FOR USING THE SITE PAYMENTS, UNDER ANY THEORY OF LIABILITY OR CAUSE OF ACTION WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, REGARDLESS OF WHETHER THE COMPANY OR OUR FINANCIAL INSTITUTION PARTNERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE COMPANY OR EACH OF OUR FINANCIAL INSTITUTION PARTNERS' LIABILITY AND THE LIABILITY OF OUR AND THEIR RESPECTIVE

OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, AND SUPPLIERS EXCEED THE FEES THE COMPANY HAS RECEIVED FROM YOU THROUGH YOUR USE OF THE THE COMPANY SERVICES. THE COMPANY AND OUR FINANCIAL INSTITUTION PARTNERS SHALL NOT BE JOINTLY LIABLE FOR ANY MATTERS HEREUNDER. THIS LIMITATION OF LIABILITY SECTION SHALL APPLY TO FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

3. No warranty. THE THE COMPANY SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT ANY REPRESENTATION OF WARRANTY, WHETHER EXPRESS, IMPLIED, OR STATUTORY. USE OF THE THE COMPANY SERVICES IS AT YOUR OWN RISK. THE COMPANY, OUR FINANCIAL INSTITUTION PARTNERS, AND OUR AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, AND SUPPLIERS, SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NEITHER The Company NOR OUR FINANCIAL INSTITUTION PARTNERS HAVE CONTROL OF, OR LIABILITY FOR, ANY PRODUCTS OR SERVICES THAT ARE PAID FOR USING THE COMPANY SERVICES AND CANNOT ENSURE THAT ANY THIRD PARTY YOU TRANSACT WITH WILL COMPLETE THE TRANSACTION. NEITHER THE COMPANY NOR OUR FINANCIAL INSTITUTION PARTNERS REPRESENT OR WARRANT THAT THE SITE Payments WILL MEET YOUR REQUIREMENTS, BE CONTINUOUS, UNINTERRUPTED, SECURE, TIMELY, OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE COMPANY OR THROUGH THE SITE Payments WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. NEITHER THE COMPANY NOR OUR FINANCIAL INSTITUTION PARTNERS SHALL BE RESPONSIBLE FOR ANY SERVICE INTERRUPTIONS OR SYSTEM FAILURES THAT MAY AFFECT THE PROCESSING, COMPLETION, OR SETTLEMENT OF SITE SERVICES TRANSACTIONS. THIS DISCLAIMER OF WARRANTY SECTION SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.
4. Force majeure. You understand and agree we will not be held responsible for any losses or damages resulting from the suspension of service due to extraordinary events or circumstances beyond our control. In such an event, The Company may suspend the The Company Services and access to your Account and our Financial Institution Partners may suspend service and access to funds in a Holding Account.
5. Assignment. You may not transfer or assign any rights or obligations you have under these Terms. The Company and our Financial Institution Partners reserve the right to transfer or assign any rights or obligations under these Terms at any time.
6. Applicable law. You agree that the laws of the State of Delaware, without regard to principles of conflict of laws, govern these Terms and any claim or dispute that

has arisen or may arise between you and The Company and/or our Financial Institution Partners.

7. Complete agreement, no waiver, and survival. These Terms, along with any applicable terms and policies of The Company or our Financial Institution Partners that you have agreed to, set forth the entire understanding between you, The Company, and our Financial Institution Partners with respect to the The Company Payments. Any failure of The Company or our Financial Institution Partners to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. Any provision of these Terms held to be invalid or unenforceable under applicable law shall be struck, and the remaining provisions will continue in full force and effect. Sections 1 (Using The Website), 2 (Consent to receive electronic Communications), 6 (Transaction reversal), 8 (White Label Accounts), 10 (Disputes with other Site users), 11 (Your liability and actions The Company and the Financial Institution Partner may take), 14 (Disputes with The Company), and 15 (General terms), as well as any other terms which by their nature should survive, will survive the termination of these Terms.

### 35. Use of Third Party contracts notices and other documentation and E-signature

Users agree that all e-signatures provided to each other or The Company are binding and as if they used their own pen signatures. All contracts and commitments and binding.

USER REPRESENTS THAT USER HAS ALL RIGHTS REQUIRED TO MAKE AVAILABLE AND DISTRIBUTE THE MATERIALS WITHIN CONTRACTS. EXCEPT FOR SUCH REPRESENTATION, THE MATERIALS IS PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. USER CONFIRMS THEY HAVE NOT STOLEN OR REPRODUCED ANY CONTRACTS WITHOUT PROPER PAYMENT OR APPROVAL FROM THIRD PARTIES FOR THE USE OF CONTRACTS AND NOTICES.

THE COMPANY HAS NOT PROVIDED IT DOCUMENT AND E-SIGNATURE SERVICES FOR THE PURPOSE OF STEALING AND REPRODUCES THIRD PARTY CONTRACTS. USER CAN LOOSE THEIR ABILITY TO ACCESS THE SITE IN THE EVENT THEY ARE FOUND TO BE PARTICIPATING IN SUCH FRAUDULENT ACTIVITIES.

### 36. Credit, Screenings and Background Checks

If you are a landlord, Property Manager or staff of a similar organization by requesting or viewing a credit report using The Company or any of its Affiliates, you additionally represent and warrant the following: (1) that you have never been involved, and will not become involved, in any credit fraud or other unethical business practice and that you will immediately discontinue all use of the Service (and any reports and other information obtained via the Service) and notify us if you are ever involved in any such fraud or practice; (2) that your request for any credit report using the Service, and your use of any credit report obtained through the Service, is lawful and solely for the purpose of evaluating a prospective tenant's rental application; and (3) that you will not provide a copy of any report obtained through The Company or its platform, or any information contained in such a report, to any other party. You agree to indemnify, defend, and hold harmless us and our affiliates, agents, officers, employees, and vendors (including without limitation our third-party credit reporting agencies and their respective affiliates, agents, officers, and employees) from any Claim arising out of or relating to your breach of the foregoing representations and warranties.

The Company is not a credit bureau and does not control the contents of credit reports, background checks and other products for screening including reports obtained through the Service. We are NOT responsible for the contents of any credit report or background check report or any credit score, whether correct or incorrect. Credit reports and background check reports can contain information that is incorrect, incomplete, or not up to date, and reports are not a substitute for carefully reviewing and independently verifying all information contained in a rental application and interviewing a prospective tenant. If you believe that any information contained in your credit report or background check report is inaccurate or incomplete, you have the right to dispute it. To dispute the contents of your credit report, please contact the appropriate third party vendor in which the service was purchased.

### 37. Legal Documents, Notices, Agreements and Insurance.

Users are able to purchase products in regards to legal notices, agreements, rental agreements, lease contracts and other legal documents. Users are also able to purchase insurance for rental, property, fire and other types of insurance. Users purchase such products at their own discretion and leave The Company and the Site liability free from any refunds, servicing or disagreements that may occur as a result. The Site provides access to a convenience and charges vendors a marketing fee of which is paid regardless of the usefulness of the product. Users are to investigate and consider carefully any available products on the Site and being available does not act as an endorsement by The Company.

All forms are provided as-is and without any warranties, implied or express. Users are advised to always verify the validity of any form in light of your state and local laws, court decisions, and statutory changes. Because situations and properties differ, Users should always consult their own legal counsel for advice and to make sure that the forms are properly used. If you have any questions about how to fill out these forms or how to properly serve them, it is important that you consult with your legal counsel. Nothing in the forms shall be considered legal advice nor shall User have any claim against The Company, its agents, or attorneys nor against the attorneys

who provided the forms. User shall use the forms at their own risk and shall hold harmless The Company, its agents, or attorneys and the attorneys who provided the forms from any and all liability. Any disputes between Landlord and Tenant with respect to any rental forms provided by The Company must be resolved outside of the Services and Website. The Company does not have control of or assume any liability for actions of Users on the Service, including, but not limited to the content of any rental agreements. These forms are protected under Federal copyright laws. They may only be used by current clients of The Company. They may not be copied or changed. Users may not modify the forms, may not copy them in whole or in part, and may not allow others to utilize the forms.

Upon signing up for the Service, you expressly agree and authorize us to charge your provided credit card or debit card, in advance, a fee for access to the Service (the "Forms"). You acknowledge that we reserve the right, at any time, to modify the Fee and billing methods. The Fee will be charged at the time of use. For certain payment methods, the issuer of your payment method may charge you a foreign transaction fee or related charges. Check with your bank and credit card issuers for details. PAYMENTS ARE NONREFUNDABLE, AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED SERVICES. At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our members ("credits"). The amount and form of such credits, and the decision to provide them, are at our sole and absolute discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance. We are not responsible for the products and services provided by third parties. We reserve the right to modify, terminate, or otherwise amend our offered services.

### 38. User Accounts.

Use of the Sites and any products and services purchased or rendered therein, may be used through User Accounts. Such User Accounts shall be accessible through the use of a combination of a unique User ID and a unique, secret password as well as potentially other optional authentication methods as may or may not be provided by us (the User ID, Password, and any other authentication feature together being referred to as the "Login Credentials").

You represent that all information provided by you for Login Credentials is accurate and current. Users are obligated to choose their own User ID and Password in accordance with the rules relating thereto.

1. You agree that you are solely responsible for all use of the Service under your Login Credentials and that you shall not disclose such to any person whatsoever nor permit another person to use the website via your User Account as also provided in the User Conduct provision herein.
2. We do not guarantee the availability or use of any particular User ID. User IDs and other identifying Login Credentials or usernames must not be in any way unlawful, illegal, fraudulent or harmful, harassing or infringe any third party's legal rights.

3. We reserve the right to terminate User Accounts for any violation of these Terms of Use in our sole discretion.

### 39. User Content.

You are solely responsible for any written or electronic communications that you submit by or through the Sites, including but not limited to any information relating to your account, your rental property(ies), any statements, writings, content, copyrightable subject matter, audio, visual or audiovisual materials, graphical images, text or other content (“User Content”), and we may refuse to post or may delete any User Content for any or no reason, including User Content that, in our sole judgment, violates these Terms of Use or which may be offensive, illegal or violates the rights of any person or entity, or harms or threatens the safety of any person or entity.

You represent, warrant and covenant to us that all User Content you provide, including, but not limited to information related to your rental property(ies), is true and accurate to the best of your knowledge. You may not post, transmit, or share User Content that you did not create or that you do not have permission to post.

We assume no responsibility for monitoring the Sites to detect inappropriate User Content or conduct. We reserve the right to, any time we choose, in our sole discretion, monitor the Sites and remove any User Content we deem to violate these Terms of Use. By doing so, we do not assume any further responsibility for any removed User Content, and we will not have any future or continuing obligation to monitor, modify or remove any inappropriate User Content. You are solely responsible at your sole cost and expense for creating backup copies and replacing any User Content you post or store on the Sites or provide to us.

You assume full responsibility for, and agree to indemnify us against any liability arising out of, any and all User Content that you post on or through the Sites or its related services, as well as for any material or information that you transmit to other users of the Sites and for your interactions with other users.

We do not assert any ownership over your User Content; rather, as between us and you, subject to the rights granted to us in these Terms, You retain full ownership of all of your User Content and any intellectual property rights or other proprietary rights associated with your User Content. You hereby grant to us a worldwide, non-exclusive, royalty-free, irrevocable, transferable, sublicenseable right and license to publicly display, sell, rent, and distribute such User Content;



provided, however, that we shall maintain the confidentiality of any information solicited by the Sites from you if designated as confidential by the Sites (except that, to the extent so indicated on the Sites at the time of submission.

You represent, warrant and covenant that, with respect to all of your User Content, you have all rights necessary to grant the foregoing rights and licenses, and that the User Content does not violate any law or the privacy rights, publicity rights, copyrights, contract rights, or any other rights of any other person or entity.

You shall indemnify, defend and hold us, our partners, our affiliates, and our users harmless from and against any claim, demand or cause of action asserted by any third party alleging, directly or indirectly, that your User Content violates any law or violates or infringes upon any third party intellectual property rights of any kind or nature, of that such User Content was inaccurate or misleading or in any way did not properly represent your rental property(ies).

#### 40. User Conduct.

You understand that the purpose of the Sites is to create a clearinghouse where potential tenants and landlords may view and post information related to rental property(ies), contact each party to request additional information regarding rental property(ies) with the intent of entering into a rental agreement with each party, and allow each party to conduct various communications and activities, such as facilitating payment and receipt of monthly rental fees, facilitating background screenings, and any other service we provide now and in the future.

You agree to only use the Sites for its intended purposes. In addition, you agree not to use the Sites to:

1. harvest or collect email addresses or other contact information of other users from the Sites by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
2. any way harm, damage, disable, overburden or impair the Sites;
3. use automated scripts and/or technologies to collect information from or otherwise interact with the Sites;
4. upload, post, transmit, share, store or otherwise make available any content that we deem to be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable;

5. upload, post, transmit, share, store or otherwise make available any videos other than those relating to your rental property(ies) that you want to advertise as available for rent;
6. register for more than one user account as an individual or more than one user account for any legally incorporated business entity, register for a user account on behalf of an individual other than yourself or a legally incorporated business entity to which you have legal authority to manage such user account; or register for a user account on behalf of any group or entity;
7. impersonate any person or entity, or falsely state or otherwise misrepresent yourself, or misrepresent any information related to your rental property(ies);
8. upload, post, transmit, share or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
9. upload, post, transmit, share, store or otherwise make publicly available on the Sites any private information of any third party, including, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;
10. solicit personal information from anyone under the age of eighteen (18) or solicit passwords or personally identifying information for commercial or unlawful purposes;
11. upload, post, transmit, share or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
12. intimidate or harass another individual, including your tenant(s) or landlord whether on-site or offline;
13. upload, post, transmit, share, store or otherwise make available content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law;
14. use or attempt to use another's account, service or system without authorization from Us, or create a false identity on the Sites;
15. upload, post, transmit, share, store or otherwise make available content that, in our sole judgment, is objectionable or which restricts or inhibits any other person from using or enjoying the Sites, or which may expose us or our users to any harm or liability of any type;
16. circumventing or modifying, attempting to circumvent or modify, or encouraging or assisting any other person in circumventing or modifying any security technology or software that is part of the Sites;
17. covering or obscuring the advertisements on any Sites page via HTML/CSS or any other means;
18. any automated use of the system, such as, but not limited to, using scripts to inappropriately add or take away information to your account or any other profile of another user or send comments or messages;
19. interfering with, disrupting, or creating an undue burden on the Sites or the networks or services connected to the Sites;
20. using the account, username, or password of another user at any time or disclosing your password to any third party or permitting any third party to access your account;
21. selling or otherwise transferring your account; and

22. displaying an unauthorized commercial advertisement on your account (an unauthorized commercial advertisement means any type of commercial advertisement except for the listing of your rental property(ies) for rent or providing information regarding your rental property(ies), or accepting payment or anything of value from a third person in exchange for your performing any commercial activity through the unauthorized or impermissible use of the Sites on behalf of that person, such as placing commercial content on your account, posting blogs or bulletins with a commercial purpose (except for the commercial purpose of renting your rental property(ies)), or sending private messages with a commercial purpose outside of the commercial purpose of renting your rental property(ies)).

#### 41. Posting Requirements and Restrictions.

In addition to any other requirements or restrictions set forth in these Terms of Use, the following requirements and restrictions apply to all User Content you post to the Sites:

1. All posts must clearly indicate the address(es) of your rental property(ies) where appropriate. Only one (1) listing is allowed per property address and or per apartment community.
2. All properties must be listed under the correct property type defined as follows:
  1. House – a detached residence owned by an individual.
  2. Basement/In-Law Apartments – An apartment located below street level, underneath another structure - usually a house. Includes a separate entrance and amenities. An in-law apartment can also refer to a detached rental structure on the same property.
  3. Apartment – a suite of rooms forming one residence, typically in a building containing a number of similar groups of rooms.
  4. Townhome – a building containing a number of individually owned residences, connected side-by-side.
  5. Condo/Multiplex – A housing structure that is either a.) part of a bigger unit or building, where the owner of the condo owns the interiors independently and the other services in the building jointly with other condo owners. Or b.) a house divided into multiple apartments, with a separate entrance for each.
  6. Single Room – a room for rent with shared kitchen and common areas within the same building structure.
  7. Sublease/ Student Contracts – This refers to the transfer of a lease from a current tenant to another person, but with the original tenant retaining some right or interest under the original lease. A student contract can be a sublease or a lease for housing that is approved by a higher education institution or rented to someone based on lease parameters that work with students.
3. Listings may not contain links to, content from, or any directions to access your internet websites or applications. Listings also may not contain links to the internet websites or applications of any other third party. URL redirection or URL forwarding from your posts is also prohibited.

4. Images posted may also be depictions of floor plans of your rental property(ies). Images not expressly permitted pursuant to the foregoing are prohibited, including, without limitation, images of individuals or animals. Images otherwise permitted hereunder may not contain any watermarks or added text of any kind. By posting any such images, you represent and warrant that you have the right to post such images and that such images will in no way infringe any intellectual property rights of any third party. With exception of the listing itself, property listings may not display commercial advertisements or promotions of any kind, including, without limitation, commercial advertisements or promotions relating to your rental property(ies) or to seminars or other instructional training sessions of any kind.
  1. Images posted must be actual, unedited photographs of:
  2. your rental property(ies) (interior and exterior);
  3. signs or entrances to the apartment community or other community in which your rental property(ies) are located; and/or any amenities appurtenant to such property(ies), such as swimming pools, playgrounds, and open space located in the apartment community or other community association and to which your tenant(s) would have access during the term of their lease.
5. Duplicate listings or postings of your rental property(ies) are prohibited.
  1. For apartment communities, you are allowed one (1) free listing per community (under 30 units). If you have over 30 units you will need to upgrade to a package. See contract for further terms, if applicable.
  2. For rentals in all categories other than apartment communities, you may have two (2) active free listings per user. If you create multiple user accounts for a single company, all extra accounts will be migrated to one account. If you continue to abuse the system then legal action will be taken.
6. Property listings are displayed for thirty (30) consecutive days and may be renewed upon expiration. Property listings may be manually refreshed to the top of the listing results every fourteen (14) days. Deleting and reposting your rental property(ies) to game the listing position of your rental property(ies) listing(s) is prohibited. We reserve the right to remove your listing and suspend your account if you are caught deleting and reposting.
7. All property listings and associated advertisements must not discriminate based on preference toward any specific race, color, national origin, religion, sex, familial status, handicap (disability), or any other protected class within an applicable jurisdiction. We reserve the right to remove any property listing and suspend any account that does not meet the standards outlined in the Federal Fair Housing Act, similar and applicable state acts, and/or applicable county or municipal ordinances.

A guide to these Posting Requirements and Restrictions can also be found on The Website and are subject to update, amendment, revision or replacement at any time or from time to time solely at our discretion.

#### 42. Paid Listings & Promotions.

We do not give refunds or partial refunds for any paid listings or promotions.

1. Featured listings are placed on the first page of the search results. Featured listings are displayed based on an algorithm that reveals listings based on the map location and/or zip code; these listings will share placement with other featured listings and will cycle through evenly. Be cautious of how many featured days you reserve and pay for. We only have a limited number of spots available for featured listings. Therefore, once you reserve specific days for featured placements, we do not refund for unused days.
2. A paid listing is good for 30 days and only applies to the original listing it was purchased for. The placement of free and paid listings are based on the date they are posted.
3. A ribbon highlights a feature of your rental property and is displayed for the life of your listing (30 days). Ribbons are displayed with a banner and text highlighting an amenity or feature on the front photo of your listing.

#### 43. Online Rental Applications.

As part of the Services, we will provide you notification of and access to tenant applications. You accept all responsibility, liability and obligations associated with the safekeeping and confidentiality of such tenant applications. You further agree to indemnify us and hold us harmless as a result of any claims resulting from your access to tenant applications.

#### 44. Credit Checks and Background Reporting.

As part of the Service we have partnered with third-party credit and background reporting agencies. As part of this service, when a landlord requests a credit report from a prospective tenant, we will give the tenant the option to order a credit report to be shared with the requesting landlord. During this process we may ask for personally identifiable information (including Social Security Number) that we will share with our third-party reporting agencies for the purposes of generating those reports. Any information we gather from you relative to credit and background reports will not be stored by us (except temporarily to facilitate each specific report) nor will this information be used for any other purpose than facilitating these credit and background reports. We are not responsible for the contents of any credit report, whether correct or incorrect. Credit and background reporting is provided by third-parties and may not be available at all times due to reasons beyond our control. The screening fee is non-refundable and each screening is only good for use on a single application and cannot be transferred to applications for other properties or landlords. If you have any questions regarding these services or the reports contact us.

#### 45. Identity Verification.

To ensure the safety and protection of our customers, prior to allowing access to certain features of the service, we require identity verification either directly with us or through third-party

identification verification services. Identity verification may require further information based on your credit and account profile. For Experian PreciseID verification, you acknowledge and understand that you are providing 'written instructions' to us under the Fair Credit Reporting Act authorizing us to obtain information from your personal credit profile or other information from Experian. You authorize us to obtain such information solely to confirm your identity. NOTHING HEREIN SHALL BE CONSTRUED TO REQUIRE US TO VERIFY THE IDENTITY OF ANY USER ON THE WEBSITE NOR WILL WE HAVE ANY LIABILITY FOR FAILURE TO VERIFY ANY USER'S IDENTITY.

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#### 46. Fair Housing.

Landlord, you represent and warrant that you have read and accepted Our Fair Housing Policy in compliance with all federal and state laws in your decision to accept or deny a tenant for a particular rental property. Landlord further represents and warrants that all User Content (including, without limitation, any information related to your property(ies)), is true and accurate and does not violate any federal, state, local or international law or regulation.

Tenant represents and warrants that all User Content (including, without limitation, information included on your account, applications, background checks, etc.) is true and accurate and does not violate any federal, state, local or international law or regulation. In addition, you as Landlord acknowledge and agree, to hereby indemnify us against any claims or demands related to any such fair housing claims arising from User Content posted or created by you.

#### **Contact Us**

If you have any questions or requests regarding this Privacy Policy or your Personal Information, please contact us at:

#### **Primera 121 Properties LLC**

Attn: Heather Lee

Address: 5345 Towne Square Drive, Suite 180 Plano, TX 75024

E-mail address: [heather@primeracompanies.com](mailto:heather@primeracompanies.com)

Telephone: 214.705.1670