

TERMS OF SERVICE

If you are a property manager or owner, please [click here](#).

Welcome to RENTCafé! These Terms of Service (these “Terms” or the “Agreement”) apply to persons or entities who access the RENTCafé websites, or related downloadable mobile applications (collectively, the “Site”), including without limitation renters and potential renters (collectively, with all persons or entities who access the Site, “Users”, “you” or “your”). For the avoidance of doubt, the “Site” shall include all information, data, text, software, photographs, images, graphics, organization, layout, design, and other content contained on the website. If you are a property owner or manager who lists or advertises properties or otherwise uses services available on the Site to communicate or transact with Users (a “property manager” or “owner”), your use of the Site is governed by the RENTCafé Agreement For Property Owners and Managers.

RENTCafé is a technology platform that facilitates the development and delivery of innovative renter-related services, including advertising rental properties to prospective tenants, assisting prospective renters in their search for a new place to live, and managing and facilitating various activities and transactions between Users and property managers or owners related to rental properties (the “Services”). RENTCafé allows prospective and current residents of properties that use the Site to take advantage of a range of services designed to make their relationship with their property manager or owner as pleasant as possible.

The Site is owned and operated by Yardi Systems, Inc. (collectively, with its subsidiaries and affiliates, “Yardi”, “we”, “us” or “our”). Since 1982, Yardi has been dedicated to the design, development, and support of property management software. Throughout these Terms, all references to the Site and to “RENTCafé” shall include the websites of affiliates and subsidiaries of Yardi that are involved with the operation of the Site or the provision of the Services.

IMPORTANT – PLEASE READ CAREFULLY. THESE TERMS CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND YARDI. THIS AGREEMENT ALONG WITH ANY OTHER TERMS THAT MAY BE POSTED ON THE SITE WITH RESPECT TO RENTCafé PRODUCTS AND SERVICES, AND ANY OTHER WRITTEN AGREEMENTS OR CONTRACTS BETWEEN YOU AND YARDI THAT INCORPORATE THESE TERMS BY REFERENCE, SET FORTH THE COMPLETE TERMS AND CONDITIONS UNDER WHICH YOU MAY ACCESS AND USE THE SITE AND THE SERVICES. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT USE THE SITE OR THE SERVICES.

1. YOUR ACCEPTANCE. Yardi is pleased to provide the Site and the Services conditioned upon your acceptance, and we hope that you will find the Site informative and useful. BY USING THE SITE, YOU EXPRESSLY ACCEPT AND CONSENT TO THESE TERMS WITHOUT QUALIFICATION. YARDI MAY AMEND THESE TERMS FROM TIME TO TIME. SHOULD THESE TERMS BE MODIFIED IN ANY WAY, THE NEW TERMS WILL BE POSTED TO THIS WEBPAGE. BY USING THE SITE AFTER THE EFFECTIVE DATE OF ANY MODIFICATION TO THESE TERMS, YOU EXPRESSLY CONSENT, WITHOUT QUALIFICATION, TO THE MODIFIED TERMS.

2. YARDI IS NOT A PARTY TO ANY RENTAL TRANSACTIONS.

2.1 The Site serves as a platform for property managers and owners to provide the Services. Yardi does not own or manage the properties listed on the Site and does not enter into rental contracts for those properties. Although the Site may lead to certain business transactions expressly agreed to

between Yardi and Users, Yardi is not a party to any transactions between Users and property managers other than providing the Site. AS A RESULT, YARDI SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR INFORMATION, THE CONTENTS OF ANY DOCUMENTS, OR FOR ANY OTHER INTERACTIONS BY, BETWEEN OR AMONG USERS, PROPERTY MANAGERS OR OWNERS THROUGH THE SITE.

2.2 You are responsible for how you use the Site, and Yardi encourages anyone who accesses the Site, including Users, to exercise sound judgment when entering into property rental transactions. IN THE EVENT THAT YOU HAVE A DISPUTE WITH A PROPERTY MANAGER OR OWNER, YOU RELEASE YARDI FROM ANY CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

3.ACCESS TO AND USE OF THE SITE.

3.1 Yardi provides you with certain information and functionality through the Site. You are solely responsible for providing all equipment necessary to establish a connection to the Internet, access to the Internet, and any telephone, wireless or other connection and service fees associated with such access.

3.2 Yardi has the right, but not the obligation, to take any of the following actions without providing any prior notice to you: (a) change or terminate all or any part of the Site or the Services; (b) restrict or terminate your access to all or any part of the Site or the Services; or (c) refuse, move, or remove any content that is available on the Site and any material that you submit to the Site.

3.3 Subject to your compliance with these Terms, Yardi hereby grants you permission to access and use the Site and the Services, provided that you shall not (and shall not allow any third party to): (a) engage in commercial use of the Site or any content on the Site; (b) access or use any portion of the Site if you are a direct or indirect competitor of Yardi, including without limitation companies involved in data research, internet listing services, dissemination of information, or property management software; (c) provide, disclose, or transmit any content from the Site to any direct or indirect competitor of Yardi; (d) use or distribute any information from the Site, including information that you or anyone else has verified, to directly or indirectly create or contribute to the development of any database or product; (e) reproduce, copy, display, store, perform, re-post, publish, transmit, distribute, sell, offer for sale, license, modify, create derivative works, or otherwise use any portion of the content offered on the Site for other than your own personal, non-commercial use, store, copy or export any portion of the Site into any database or other software; (f) remove any copyright, trademark or other proprietary rights notices contained in or on the Site or Service or in or on any content or other material obtained via the Site or the Services; (g) use any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve, scrape or index any portion of the Site or the Services, including, but not limited to, for purposes of constructing or populating a searchable database of software that includes property information; (h) collect or harvest any information about other users or members (including usernames and/or email addresses) for any purpose; (i) reformat or frame any portion of the web pages that are part of the Site or the Services; (j) create user accounts by automated means or under false, misleading or fraudulent pretenses; (k) create or transmit unwanted electronic communications such as "spam" to other users or members of the Site or the Services or otherwise interfere with other users' or members' enjoyment of the Site or the Services; (l) transmit any viruses, worms, defects, Trojan horses or other items of a destructive nature; (m) use the Site or the Services to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material, including any material that may be deemed threatening or obscene; (n) copy or modify the

HTML code used to generate web pages on the Site; (o) use any device, software or procedure that interferes with the proper working of the Site or the Services, or otherwise attempt to interfere with the proper working of the Site or the Services; (p) take any action that imposes, or may impose in Yardi's sole discretion, an unreasonable or disproportionately large load on our IT infrastructure; (q) modify, adapt, translate, or reverse engineer any portion of the Site or the Services; or (r) use the Site or the Services, intentionally or unintentionally, to violate any applicable international, national, federal, state, provincial, or local law or regulation, including, but not limited to, Fair Housing laws and regulations.

4.CONTENT AND SERVICES NOT PROVIDED.

4.1 Yardi has no responsibility or duty to review, approve or pre-screen any content posted on the Site by any third party (including property managers and owners), and Yardi is not responsible for such content. You understand that all property listings, lease agreements, rental terms, postings, messages, text, voice commands, images, photos, files, video, and other information, materials or documents posted on the Site or transmitted through or in connection with the Services by property managers, owners, Users, advertisers, or others (the "Non-Yardi Content") are the sole responsibility of the property managers, owners, Users, advertisers, or others from whom such Non-Yardi Content originated. YARDI DISCLAIMS ANY AND ALL LIABILITY RELATING TO THE USER CONTENT. YARDI DOES NOT GUARANTEE, AND YOU SHALL NOT HOLD YARDI RESPONSIBLE FOR, THE NON-YARDI CONTENT (INCLUDING THE ACCURACY OR TRUTH OF SUCH NON-YARDI CONTENT), OR THE NATURE, SAFETY, QUALITY, CONDITION, MANAGEMENT OF ANY RENTAL UNITS OR PROPERTIES ON THE SITE OR THE COMPLIANCE WITH ANY LAWS, REGULATIONS OR RULES THAT MAY BE APPLICABLE TO SUCH PROPERTIES. YOU AGREE THAT YOU BEAR SOLE RESPONSIBILITY FOR EVALUATING, AND ARE SOLELY RESPONSIBLE FOR ALL RISKS ASSOCIATED WITH, THE USE OF ANY NON-YARDI CONTENT, AND THAT UNDER NO CIRCUMSTANCES WILL YARDI BE LIABLE FOR ANY NON-YARDI CONTENT OR FOR ANY DAMAGE OR LOSS OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY NON-YARDI CONTENT.

4.2 Yardi reserves the right, but does not have any obligation, in its sole discretion, to delete or refuse to post any Non-Yardi Content that violates the letter or spirit of any applicable agreements between Yardi and the property managers, owners, Users, advertisers, or others posting or seeking to post any content, or for any other reason.

4.3 You acknowledge and agree that Yardi provides only the Services as described in these Terms or as otherwise expressly provided on the Site by Yardi; Yardi does not provide, and bears no responsibility or liability for, any other content or services, including but not limited to the following:

- (a) Lease transactions, including without limitation, negotiations, offers, agreements, establishing rents or fees, or any related communications (although the Services do facilitate these transactions between Property Managers and Renters);
- (b) Legal, brokerage or other related professional services or advice;
- (c) Inspection, screening or pre-approval of rental properties;
- (d) Verification, screening or pre-approval of property listings; or
- (e) Evaluation, screening or pre-approval of Property Managers or other advertisers who post listings or other content on the Site.

In the event that you desire, require, or need assistance with any such services, or any other services not provided through the Site, you are solely responsible for obtaining them from a qualified third party.

5.ADDITIONAL REQUIREMENTS.

5.1 Certain aspects of the Services may be subject to additional requirements, guidelines, other technical and non-technical specifications, or other rules or policies of Yardi in addition to those set forth in these Terms (the "Yardi Requirements"). All such Yardi Requirements will be posted in appropriate locations on the Site and by this reference are incorporated into these Terms. In the event of a conflict between the Yardi Requirements and these Terms, the Yardi Requirements shall take precedence.

5.2 In some cases, property managers and owners may impose their own additional requirements on Users in connection with rent-related transactions and activities facilitated through the Site. Any such requirements are imposed solely by the property managers or owners; are the sole and exclusive responsibility of the property managers or owners imposing them; are wholly unrelated to any Yardi Requirements; and Yardi shall have no responsibility of any kind for such requirements imposed by property managers or owners.

6.MODIFICATIONS. Yardi may modify or update these Terms from time to time, in its sole discretion, and reserves the right at any time and from time to time to modify, suspend or discontinue, temporarily or permanently, the Site or any part thereof, or any or all of the Services, or any Site features, with or without notice and without liability to you. You agree that Yardi has no responsibility or liability for the failure of the Site and the deletion of other content maintained or transmitted by the Site. You further agree that Yardi shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Site. Modifications to these Terms, including but not limited to any Yardi Requirements, will be posted on the relevant area of the Site and will be effective immediately upon posting. You can review the most current version of the Terms at any time by clicking on the "Terms of Service" link located on webpages throughout the Site. You agree to review the Terms from time to time to ensure you are updated as to any modifications. By continuing to use the Site or Services following any such modification, you accept and agree to be bound by such modifications. **IF ANY MODIFICATION IS NOT ACCEPTABLE TO YOU, YOUR SOLE AND EXCLUSIVE REMEDY AND RECOURSE IS TO DISCONTINUE USE OF THE SITE AND THE SERVICES.**

7.ACCOUNT REGISTRATION AND USE. In order to use certain features of the Site or the Services, you will have to register and create a password-protected account ("Your Account") and/or submit property listings, lease agreements, rental terms, postings, messages, text, voice commands, images, photos, files, video, and other information, materials or documents (collectively, "Information and Material").

7.1 **Your Account.** You agree to: (a) provide true, accurate, current, and complete information as prompted by the registration form; and (b) maintain and update such information to keep it true, accurate, current, and complete at all times. Yardi reserves the right to delete Your Account and refuse any and all current or future use of the Site (or any portion thereof) without notice if you are found to have misrepresented your age, identity, or any other information submitted in connection with Your Account or if Yardi has reasonable grounds to suspect that such information is untrue, inaccurate, incomplete or not current. You are responsible for maintaining the confidentiality of your password, your email address and Your Account, and are fully responsible for all activities that occur under your password and Your Account. You agree to: (i) immediately notify Yardi of any unauthorized use of your password or account, or any other breach of security, (ii) immediately

change your password if you become aware that Your Account has been compromised, (iii) ensure that you fully exit from Your Account at the end of each session. You agree and acknowledge that you will not allow others to utilize Your Account and that you will not disclose your RENTCafé password to anyone. You will be solely responsible for safeguarding your password and also for any actions under your password and Account, whether authorized by you or not. If you lose control of your password, you may lose substantial control of your personal information and could potentially be subject to legally binding actions taken on your behalf. You further agree not to use anyone else's password on the Site or attempt to gain access to the RENTCafé account of any other user. YARDI CANNOT AND WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM YOUR FAILURE TO COMPLY WITH THIS SECTION.

7.2 Privacy Policy and Your Information and Material. By submitting Information and Materials and in order for Yardi to provide you with the Services, you hereby consent to Yardi's use and sharing of your Information and Materials as described in the applicable RENTCafé Privacy Policy, which is incorporated into these Terms by this reference. The RENTCafé Privacy Policy can be accessed by clicking on the "Privacy Policy" link located on webpages throughout the Site. In the event of a conflict between the applicable Privacy Policy and these Terms, the Privacy Policy shall take precedence. In addition, you hereby represent and warrant that your Information and Materials: (a) do not and will not, directly or indirectly, violate, infringe or breach any duty toward or rights of any person or entity, including without limitation any Fair Housing, copyright, trademark, service mark, trade secret, other intellectual property, publicity or privacy right; (b) are not fraudulent, misleading, hateful, tortious, defamatory, slanderous, libelous, abusive, violent, threatening, profane, vulgar or obscene; (c) do not harass others, promote bigotry, racism, hatred or harm against any individual or group, promote discrimination based on race, sex, religion, nationality, sexual orientation or age, or otherwise interfere with another party's use of the Site or the Services; (d) do not promote illegal or harmful activities; and (e) are not illegal, unlawful or contrary to the international, national, federal, state, provincial, or local laws or regulations applicable to the User Materials where created, displayed or accessed.

7.3 Communications. Although Yardi provides a platform through the Site and the Services through which Users may communicate with various other users, property managers, owners, advertisers, or other persons or entities (collectively, a "third-party") (the "communications"), Yardi is not involved in those third-party communications and is not responsible or liable under any circumstances for the content of any third-party communications, or for any absence of communications by a third-party. The contents of such third-party communications are determined solely by the third-party responsible for the communications, and not Yardi. Yardi is only responsible for the content of information issued directly by Yardi. You acknowledge and agree that you will address any issues or concerns about third-party communications with the responsible third-party by contacting said third-party directly and not Yardi. Yardi shall not become involved in any matters pertaining to third-party communications except where the issue is solely attributable to a malfunction or error occurring on the Site or in connection with the Services.

7.4 Renter Screening. As part of the Services, Users may be permitted to submit information through the Site for the purpose of conducting a User background check or screening on behalf of a property manager or owner (a "Screening"). Information that you submit through the Site for the purpose of such Screening shall be treated in accordance with the Privacy Policy. Your submission of the information requested for a Screening shall constitute your consent to the Screening process. Screenings also may be governed by other Yardi Requirements as may be disclosed to you in connection with the Screening. You acknowledge that you will address any issues or concerns with any Screenings, including the results of any Screenings, by contacting the appropriate property manager or owner, or as otherwise permitted under the Yardi Requirements applicable to the Screening or as otherwise required by law. Yardi shall not become involved in Screening related

issues except where the issue is solely attributable to a malfunction or error occurring on the Site or in connection with the Services or as otherwise specified in the Yardi Requirements applicable to the Screening or as otherwise required by law.

7.5 Payments. Except as expressly provided below, any payments you submit through the Site including rental deposits, rental payments, or any other services or transactions, are for services provided by a property manager, owner, or a party other than Yardi. The total payment amounts required for those transactions are determined solely by you and any other party with whom you are entering into an agreement, and not by Yardi. You acknowledge that you will address any discrepancies, issues, or concerns with such payments by contacting the other party directly, rather than Yardi. Yardi shall not be involved in such issues except where the issue is solely attributable to a malfunction or error occurring on the Site or in connection with the Services. However, Users may take advantage of certain Services that have a charge associated with them such as screening services, lease execution fees, and the like, that is imposed by Yardi or other third-party, which may or may not be a subsidiary or affiliate of Yardi. Yardi or such other company may collect these fees directly from Users as provided by the Site or the Services. You acknowledge these fees are subject to change.

Services-specific terms may set out further terms applying to such payments (including in relation to refunds (if any), billing arrangements and any consequences of failing to make timely payments). Application fees are non-refundable, even if an application is denied, except to the extent otherwise required by applicable law. You must comply with all such terms in relation to such payments by you.

7.6 Rental Agreements. Any rental agreements that you enter into through the Site (including but not limited to those agreements for which you electronically sign a lease or rental agreement) are for services provided by a property manager, owner or another party other than Yardi. Although Yardi provides the Site as a platform for the Services through which Users may execute rental or lease agreements and enter into binding contracts with third parties, Yardi is not involved in, is not liable for, and is not a party to those transactions. The terms of those transactions are determined solely by you and the third-party with whom you are entering into said contract, and not by Yardi. You acknowledge that you will address any issues or concerns with such agreements with said third parties directly, rather than Yardi. Yardi shall not be involved in any issues relating to such agreements except where the issue is solely attributable to a malfunction or error occurring on the Site or in connection with the Services. If you choose to use the electronic signature execution functionality of RENTCafé, you understand, acknowledge, and agree that you have carefully reviewed the disclosure relating to use of your electronic signature to execute documents and will not execute such documents with your electronic signature without providing your consent to use your electronic signature. You agree that you will rely on your own legal counsel to determine the sufficiency of the electronic signature execution of the documents and their enforceability and that Yardi makes no warranty or other representation with respect to the sufficiency of the electronic signature execution of the documents under applicable international, national, federal, state, provincial or local laws or regulations.

8. YARDI'S RIGHTS. You acknowledge that Yardi has the right to investigate and prosecute violations of these Terms, including intellectual property, publicity and privacy rights infringement and Site security issues, to the fullest extent of the law. Yardi may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms. You acknowledge that Yardi has no obligation to monitor your access to or use of the Site or the Services but has the right to do so for the purpose of operating the Site, to ensure your compliance with these Terms or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body.

9.SITE CONTENT GENERALLY. It is solely your responsibility to evaluate the accuracy, completeness, and usefulness of all opinions, advice, statements, representations, services, and other information provided through the Site. Yardi does not endorse or represent the reliability, accuracy or quality of any information, goods, services or products displayed or advertised on the Site. We make no representations or warranties, express or implied, with respect to the information provided on this Site.

10.THIRD-PARTY LINKS, PRODUCTS AND SERVICES.

10.1 Third Party Websites and Services. The Site may contain links or voice accessibility to third-party websites or resources including but not limited to sites with information about specific rental properties. Access to such third-party websites, services or resources are included solely for the convenience of Users, and do not constitute any endorsement or approval by Yardi of the third parties, anyone sponsoring these sites or their products or services, or the products or services themselves. We make no representations or warranties, express or implied, with respect to the information provided on the Site or any third-party website or service which may be accessed from the Site, including any representations or warranties as to accuracy or completeness. Because Yardi has no control over third-party websites, resources, products or services, you acknowledge and agree that Yardi is not responsible or liable for, and does not endorse, the availability, accuracy, completeness or authenticity of information available through such websites, resources, products or services, your use or your exchange of any information with such websites or services, or the content, statements, representations, advertising, products, properties, services or other materials available on such third-party sites. You acknowledge and agree that Yardi shall not be responsible or liable, directly, or indirectly, for any damage or loss caused or alleged to be caused in connection with your use or reliance on any such content, information, goods, or services available on or through any such site or resource. If you decide to access any such third-party websites, products, resources, or services, or to transact with any such third-party for their products, properties, or services, you do so entirely at your own risk. By leaving the Site, you may be subject to the terms and conditions and the privacy policies or other terms and conditions of such third-party websites. You acknowledge and understand that Yardi does not (a) provide legal, brokerage or other professional advice or services to any property managers, owners or others who list properties or otherwise use the Site or the Services, (b) participate in any negotiations with respect to leases or other transactions involving third-parties, or (c) guarantee, endorse or ensure a rental property or any lease or other transaction between a User and property manager, owner or any other person or entity.

10.2 Google® Maps. The Site utilizes Google Maps and related content licensed to Yardi by Google and its licensors. By using the Google Maps features available on the Site, you are agreeing to be bound by the applicable policies, terms, and conditions of Google.

11.OWNERSHIP. You acknowledge and agree that the Site and the Services use and contain content, information and proprietary and confidential technology owned by or licensed to Yardi, and protected by applicable intellectual property and other laws and international treaties (collectively, "Yardi Content"). The Yardi Content displayed on or through the Site and Services includes, without limitation, information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials is copyrighted by Yardi and its licensors under United States and international copyright laws. All rights reserved. You agree not to reproduce, copy, display, store, perform, re-post, publish, transmit, distribute, sell, offer for sale, license, modify, create derivative works, or otherwise use or exploit for any commercial purposes any or all of the Yardi Content, the Site or access to the Site in any way without the prior written permission of Yardi. All content on the Site that is not Yardi Content is the property and responsibility of other parties. You must abide by all copyright notices, information, or restrictions contained in or attached to any Yardi Content. RENTCafé, the RENTCafé logo, YARDI, the Yardi logo and all other registered and unregistered marks used in connection with

the Site and the Services (the “Yardi Marks”) are trademarks, trade names, or service marks of Yardi unless otherwise indicated. You are not authorized to use or display the Yardi Marks, without the prior express written permission of Yardi. Ownership of all Yardi Marks and the goodwill associated therewith remains with Yardi. All other trademarks are the property of their respective owners.

12. INDEMNITY. You agree to indemnify, defend and hold Yardi and its officers, directors, employees, shareholders, successors, agents, affiliates, subsidiaries and relevant third parties including advertisers, distribution partners, referral partners, service providers, licensors, licensees, consultants and contractors (collectively the “Yardi Indemnified Parties”) harmless from and against any claims, liabilities, losses, costs, damages or expenses including reasonable attorneys’ fees and costs, directly or indirectly, arising out of or in any way relating to: (a) your negligence or misconduct; (b) your information or material contributed to or submitted through the Site or the Services, including without limitation information associated with Your Account; (c) your conduct, including your use of the Site and the Services; (d) your connection to the Site; (e) any violation or breach of these Terms; (f) any violation or infringement of any intellectual property, privacy, publicity, confidentiality or proprietary rights of any third-party as a result of your use of the Site or Services; (g) your use of the electronic signature lease execution functionality of RENTCafé, including without limitation, the sufficiency of an electronic signature or the enforceability of an electronically signed lease; or (h) your use of RENTCafé Resident Services voice activated commands via third parties including but not limited to Amazon Alexa and Echo services (collectively, the “Claims”). You are solely responsible for defending any such Claims, and for payment of losses, costs, damages, or expenses resulting from the foregoing to both a third party and to the Yardi Indemnified Parties. Yardi shall have the right, in its sole discretion, to select its own legal counsel to defend Yardi from any Claims (but by doing so shall not excuse your indemnity obligations) and you shall be solely responsible for the payment of all of Yardi’s reasonable attorneys’ fees incurred in connection therewith. You shall notify Yardi immediately if you become aware of any actual or potential claims, suits, actions, allegations, or charges that could affect your or Yardi’s ability to fully perform their respective duties or to exercise its rights under these Terms. You shall not, without the prior written approval of Yardi, settle, dispose or enter into any proposed settlement or resolution of any Claim (whether having been finally adjudicated or otherwise) brought against you, if such settlement or resolution results in any obligation or liability for Yardi.

13. DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE:

13.1 YOUR USE OF THE SITE AND THE SERVICES IS AT YOUR SOLE RISK. THE SITE AND THE SERVICES AND ALL OTHER MATERIALS, INFORMATION, PRODUCTS, AND SERVICES INCLUDED THEREIN, ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND. WITH RESPECT TO THE SITE AND INFORMATION AND MATERIAL IN THE SITE, YARDI AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COURSE OF DEALING OR COURSE OF PERFORMANCE.

13.2 YARDI AND ITS LICENSORS MAKE NO REPRESENTATION OR WARRANTY: (A) REGARDING THE SECURITY, ACCURACY, RELIABILITY, COMPLETENESS, TIMELINESS AND PERFORMANCE OF THE SITE OR THE SERVICES; (B) REGARDING THE SERVICES, ADVICE, INFORMATION OR LINKS OBTAINED THROUGH THE SITE; (C) THAT THE SITE OR THE SERVICES, OR ANY INFORMATION AND MATERIALS THEREIN, WILL MEET YOUR REQUIREMENTS; (D) THAT THE SITE OR THE SERVICES, OR ANY FUNCTIONS CONTAINED IN THE SITE, WILL BE ERROR-FREE, SECURE, TIMELY, OR UNINTERRUPTED; (E) THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE OR INFORMATION AND

MATERIALS THEREIN WILL BE ACCURATE, RELIABLE, OR AVAILABLE, (F) THAT ANY ERRORS IN THE SITE OR INFORMATION OR MATERIALS THEREIN WILL BE CORRECTED; OR (G) THAT THE SITE AND ITS CONTENTS AND SERVER THAT MAKES THE SITE AVAILABLE ARE FREE OF ANY VIRUSES OR OTHER HARMFUL COMPONENTS.

13.3 ANY MATERIAL, INFORMATION, PRODUCTS OR SERVICES DOWNLOADED OR OTHERWISE OBTAINED THROUGH YOUR USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

13.4 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM YARDI OR FROM YOUR USE OF THE SITE OR SERVICES, SHALL CREATE ANY REPRESENTATION OR WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN REPRESENTATIONS OR WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

14.LIMITATION OF LIABILITY.

14.1 YARDI AND ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, SUCCESSORS, AGENTS, AFFILIATES, SUBSIDIARIES AND RELEVANT THIRD PARTIES INCLUDING ADVERTISERS, DISTRIBUTION PARTNERS, REFERRAL PARTNERS, SERVICE PROVIDERS, LICENSORS, LICENSEES, CONSULTANTS AND CONTRACTORS (COLLECTIVELY THE "YARDI ENTITIES") WILL NOT BE LIABLE FOR:

(A) ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING LOSS OF USE, DATA OR PROFITS, COST OF PROCURING SUBSTITUTE PRODUCTS OR BUSINESS INTERRUPTION), WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, YOUR ACCESS AND USE OF OR INABILITY TO ACCESS OR USE THE SITE AND/ OR ANY RENTCafé SERVICE, ANY MATERIALS AVAILABLE TO YOU FROM OR THROUGH THE SITE (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES), WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT THE YARDI PARTIES, OR ANY OF THEM, HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES;

(B) THE CONTENTS OF ANY COMMUNICATION, MESSAGE, OR INFORMATION POSTED BY YOU OR OTHER THIRD PARTIES;

(C) THE CONTENT, SERVICES OR INFORMATION PROVIDED BY ANY WEBSITE PURPORTING TO BE OPERATED BY YARDI OR ITS AFFILIATES, BUT NOT ACTUALLY AFFILIATED WITH, CONTROLLED, OWNED, OR OPERATED BY YARDI;

(D) THE CONTENT OF ANY WEBSITE NOT CONTROLLED, OWNED, OR OPERATED BY YARDI THAT IS ACCESSED FROM OR LINKED TO THIS SITE; AND/OR

(E) ANY DAMAGES OR INJURY CAUSED BY, INCLUDING BUT NOT LIMITED TO, ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OF TRANSMISSION, COMPUTER VIRUS, OR LINE FAILURE.

14.2 You acknowledge that the limitations set forth above are an essential basis of the bargain and of the allocation of risks between the parties. Some states or jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you. If you are dissatisfied with any portion of the Site, or with any of these Terms, your sole and exclusive remedy is to discontinue use of the Site and Services.

15.ENFORCEMENT. Yardi does not assume responsibility to you or others for any failure by Yardi to enforce the provisions contained in the Terms.

16.TERMINATION. You agree that Yardi, in our sole discretion and with or without notice, may terminate your use of the Site or any part thereof, or any or all of the Services, for any reason, including without limitation, for lack of use by you or if Yardi believes that you have violated or acted inconsistently with the letter or spirit of the Terms. Yardi may also in its sole discretion and at any time discontinue providing the Site, or any part thereof, or any or all of the Services with or without notice. You agree that any termination of your access to the Site under any provision of the Terms may be effected without prior notice, and acknowledge and agree that Yardi may immediately bar any further access to the Site. Further, you agree that Yardi shall not be liable to you or any third party for any termination of your access to the Site or the Services.

17.AUTHORITY. You hereby represent and warrant to Yardi that: (a) you have all the requisite power and authority, corporate or otherwise, to enter into the binding contract created by these Terms, conduct yourself and your business and to execute, deliver, and perform all of your obligations under this Agreement; (b) you have the right to submit and use your Information and Materials in the manner you have done so to or through the Site and/or through Your Account; (c) you have the right to grant the licenses granted under these Terms; (d) your performance under these Terms and/or the rights granted herein do not and will not conflict with or result in a breach or violation of any of the terms or provisions, or constitute a default under any contract or agreement, to which you are currently bound or will become bound in the future; and (e) your performance under these Terms will comply with all applicable laws, rules and regulations (including, without limitation, export control, privacy and obscenity laws), domestic or foreign.

18.Reserved.

19.INTERACTIVE AREAS.

19.1 Use of Interactive Areas. On the Site and/or as part of the Services, Yardi may provide areas that allow for User interaction, including bulletin boards, chat areas, forums, blogs, instant messaging, frequently asked questions, or other message and communications features (the "Interactive Areas") for posting user feedback, comments, messages or other input ("Comments"). You acknowledge that all Interactive Areas are public and not private and that any information or content, including Information and Material, that you post to an Interactive Area may be read by others and that Yardi has no obligation to protect such information. Yardi recommends that you do not post or otherwise disseminate any personally identifiable information in the Interactive Area. Additionally, you agree to post only Comments that are proper, lawful, and related to the particular discussion or the Interactive Area itself. Without limitation, you may not post Comments or engage in any other activity on the Site that:

- (a) defames, threatens, abuses or otherwise violates the legal rights of others;
- (b) is harmful to children, profane, obscene, indecent or racially or ethnically offensive;
- (c) infringes another's rights to intellectual property, publicity, or privacy;
- (d) collects or stores personal information about other Site users;
- (e) contains advertisements, promotions, commercial solicitations, contests or surveys (unless you have our written consent to do so);

- (f) contains, transmits or disseminates spam, chain letters, or information intended to assist in the placement of a bet or wager;
- (g) contains, transmits or disseminates viruses, corrupted files, or any other similar software or programs that may damage or adversely affect the operation of another's computer, the Site, or any software, hardware or other related equipment;
- (h) disrupts or otherwise interferes with the Site or the networks or servers used by Yardi;
- (i) impersonates any person or entity or misrepresent your connection or affiliation with a person or entity; or
- (j) constitutes illegal activity.

19.2 Submissions to Interactive Areas. You understand and acknowledge that, subject and pursuant to the licenses set forth hereunder, Yardi may display your Comments on the Site and use them for other marketing and business activities. In addition, Yardi reserves the right in its sole discretion to reject use of Comments, delete Comments from the Site for any reason, and edit Comments for both content and format. Yardi further reserves the right to terminate your access to the Site or to any Interactive Area at any time without notice for any reason whatsoever. Yardi does not endorse or control the Comments or information found in any Interactive Area and, therefore, Yardi specifically disclaims any liability with regard to the Interactive Areas and any actions resulting from your participation in them.

20.GENERAL.

20.1 Governing Law. For all legal proceedings arising out of use of the Site and/or relating to the Terms, these Terms and the relationship between you and Yardi shall, irrespective of any choice of laws rules, be governed by and construed in accordance with the laws of the State of California. You and Yardi hereby irrevocably and unconditionally submit to the jurisdiction of courts located in the County of Santa Barbara (California) or the court of competent jurisdiction closest thereto if no court of competent jurisdiction resides therein, and the parties consent to the personal jurisdiction of such courts and expressly waive any right they may otherwise have to cause any such action or proceeding to be brought or tried elsewhere. You and Yardi irrevocably waive, to the fullest extent permitted by law, any objection that you may now or hereafter have to the laying of the venue of any proceeding brought in any such court or any claim that a legal proceeding commenced in such court has been brought in an inconvenient forum.

20.2 Assignment. You may not assign or transfer this Agreement, in whole or in part, without the prior written consent of Yardi, which may be granted or withheld by Yardi in its sole discretion. Any attempted assignment in violation of this Section will be null and void and of no force or effect. Yardi may assign this Agreement freely at any time without notice. Subject to the foregoing, this Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

20.3 Waiver. The failure to exercise or enforce any right or provision shall not affect Yardi's right to exercise or enforce such right or provision at any time thereafter, nor shall a waiver of any breach or default of these Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself..

20.4 Severability. If any portion of these Terms is found by a court of competent jurisdiction to be invalid or unenforceable, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in such provision, and, notwithstanding such finding, the remaining provisions of these Terms shall remain in full force and effect.

20.5 Entire Agreement. These Terms, the terms incorporated herein, and any other terms agreed to in writing by the parties or by way of your use of the Site or the Services shall constitute the entire and exclusive understanding and agreement between you and Yardi regarding this subject matter,

and shall supersede any and all prior or contemporaneous representations or understandings relating to this subject matter.

20.6 Time Limitation. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the Terms or use of the Site must be filed within 1 year after such claim or cause of action arose or be forever barred.

RENTCafé

c/o Yardi Systems, Inc.
430 S. Fairview Avenue
Santa Barbara CA 93117

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PRIVACY POLICY

PRIVACY POLICY

This privacy policy (the "Privacy Policy") describes our company's ("Company," "we," "us," or "our,") privacy practices regarding information we collect from persons or entities ("you" or "your") who access our property's RENTCafé Resident Portal website or our related mobile applications that may be available for download (collectively, the "Site"). To access the Privacy Policy of RENTCafé, please visit: <https://www.rentcafe.com/apartments/privacypolicy.aspx>.

PURPOSE. The purpose of this Privacy Policy is to inform you about the types of information we gather about you, including information gathered when you visit the Site, and information we may receive from third parties or affiliates in addition to that online information, how we may use that information, whether we disclose that information to anyone, and the choices you have regarding our use of, and your ability to correct, the information. Company strives to help visitors of the Site protect their privacy while using our Site.

THE SITE IS NOT INTENDED FOR CHILDREN AND COMPANY DOES NOT KNOWINGLY SOLICIT OR COLLECT PERSONAL INFORMATION ON THE SITE FROM CHILDREN UNDER THE AGE OF 13. IF COMPANY LEARNS THAT A CHILD UNDER THE AGE OF 13 HAS SUBMITTED PERSONALLY IDENTIFIABLE INFORMATION TO COMPANY THROUGH THE SITE, IT WILL TAKE REASONABLE MEASURES TO DELETE SUCH INFORMATION FROM ITS RECORDS AND TO NOT USE SUCH INFORMATION FOR ANY PURPOSE (EXCEPT WHERE NECESSARY TO PROTECT THE SAFETY OF THE CHILD OR OTHERS, AS REQUIRED BY LAW, OR AS MAY OTHERWISE BE REQUIRED BY LAW).

YOUR CONSENT AND POLICY CHANGES. PLEASE READ THIS ENTIRE PRIVACY POLICY CAREFULLY. BY USING THE SITE, YOU EXPRESSLY CONSENT, WITHOUT QUALIFICATION, TO THE COLLECTION, USE AND DISCLOSURE OF INFORMATION, INCLUDING PERSONAL INFORMATION, AS DESCRIBED IN THIS PRIVACY POLICY. IF YOU DO NOT AGREE TO THE TERMS OF THIS PRIVACY POLICY, YOU ARE NOT AUTHORIZED TO USE THE SITE

Company may amend this Privacy Policy from time to time. Should the Privacy Policy be modified in any way, the new Privacy Policy will be posted to this webpage. As we may make changes from time to time without notifying you, we suggest that you periodically review the Privacy Policy. By using the Site after the effective date of any modification to the Privacy Policy, you expressly consent, without qualification, to the collection, use and disclosure of information, including Personally Identifiable Information (that you previously provided or later provide), as described in the new Privacy Policy.

TYPES OF INFORMATION COLLECTED. We collect two types of information: personally identifiable information and non-personally identifiable information. Personally identifiable information is information that identifies you or can be used to identify or contact you (“Personally Identifiable Information”). We also may collect information that by itself typically cannot be used to identify or contact you, such as demographic information (e.g. age, profession or gender), browser types, domain names, internet service providers, referring/exit pages, date/time stamp, operating system, clickstream data, information about you such as how you use the Site and your communication preferences, and other anonymous statistical data involving the use of our Site (“Non-Personally Identifiable Information”).

Personally Identifiable Information we collect may include, but is not limited to: your name, email addresses, postal addresses, postal codes, user Internet Protocol (IP) addresses, social security/insurance number, driver’s license number, prior addresses, monthly rent paid at prior residences, employers, job titles, income, telephone numbers, credit card information, bank account information and routing numbers, date of birth, gender, age, marital status, user name and password (if you choose to become a registered user of the Site or our products and services), emergency contact information, information about your pets, information about your vehicles including license plate numbers, and other information either desirable or necessary to provide quality services to our customers and visitors. We may also collect information about you such as your use of the Site and communication preferences.

You may choose not to provide your Personally Identifiable Information by not entering it on the Site; however, you will not be able to use certain services and features if those services and features require Personally Identifiable Information in order to function.

USE OF COOKIES AND OTHER TECHNOLOGIES. Like many other website operators, Company may use cookies to customize content specific to your interests and track your use of the Site. “Cookies” are text files that are placed on your computer and may be used to store your personal information. In addition to cookies, Company may use other now known or later developed technologies, to assist Company in observing the behavior of users visiting the Site. These technologies access individual user information but the information is used only to compile aggregated statistics about the Site’s usage.

This Site uses Google Analytics (and in the future may use other similar sites or services), a web analytics service provided by Google, Inc. (“Google”), to better assist Company in understanding how the Site is used. Google Analytics will place cookies on your computer that will generate information that we select about your use of the Site, including your computer’s IP address. That information will be transmitted to and stored by Google. The information will be used for the purpose of evaluating consumer use of the Site, compiling reports on Site activity for Company’s use, and providing other services relating to Site activity and usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google’s behalf. The use of cookies by Google Analytics is covered by Google’s privacy policy: <https://www.google.com/policies/privacy/>.

You can choose to delete existing cookies, allow or block all cookies, and set preferences for certain websites in your browser’s settings. Please note you may not be able to use the full functionality of the Site if you choose to block all cookies.

HOW WE COLLECT AND USE INFORMATION. We may collect information in several ways by your use of this Site, as well as from forms you submit to us, personal correspondence, such as emails or letters that you send to us, information you include in an application you complete on the Site, information you provide when scheduling a property visit through the Site, or any other activity

through which you identify yourself to us. When you visit the Site, our servers may log your IP address, the URL of your request and other information that is provided in the HTTP header. We may also ask you to voluntarily provide us with personal information on this Site. For example, while many of the features of the Site are available without registering, you may be asked to create an account on the Site if you desire to access certain features. Further, in some instances, we may ask you to provide personal information in order to perform screening services. Although you may decline to voluntarily provide Personally Identifiable Information when asked, some features, products and services will be unavailable to you as a result.

Company may use the information collected from you to provide services which you have requested from us, including, without limitation, enabling you to use the Resident Portal. We may also use your personal information to send you targeted messages, publications, news, and information about events, special offers, promotions and benefits.

EMAIL MANAGEMENT. You may receive emails from Company for a variety of reasons. We respect your desire to manage email correspondence. If you have an account with Company on the Site, you can select your preferences through your account settings. You can also manage your receipt of certain types of communication by following the instructions included in the email we send you. Please note that, even if you unsubscribe from certain email correspondences, we may still need to email you with important transactional or administrative information.

SHARING OF INFORMATION COLLECTED. Except as set forth in this Privacy Policy or as specifically agreed to by you, we will not disclose any information we gather from you on our Site.

We may share with third parties, including, without limitation, our corporate partners, aggregated demographic and statistical information that is not personally identifiable.

Company may also disclose an individual's personal information:

to a person who in the reasonable judgment of Company is seeking the information as an agent of the individual;

in situations where sharing or disclosing your information is required in order to offer you products or services you desire;

to a third party or parties, where disclosure is required or permitted by law, a judicial proceeding, a criminal investigation, a court order, or legal process;

if, in the reasonable judgment of Company, it is necessary to enforce compliance with our internal policies or the Terms of Use, to prevent illegal activity or suspected fraud, or to protect our Site, customers, or others; and

to any other entity that acquires all or a portion of our organization by merger, reorganization, operation of law, or a sale of some or all of Company's assets.

Company may be required to use or disclose your information in connection with a legal action or other proceeding, including without limitation, in response to a court order or a subpoena/summons. We also may disclose such information in response to a law enforcement agency's request.

HOW WE STORE YOUR INFORMATION. Company is committed to protecting the security of any personal information you provide to us. We maintain commercially reasonable safeguards to maintain the security and privacy of personal information that you provide to us. In spite of these protections, Company cannot guarantee the security of any data submitted over the Internet. After your

information reaches Company, however, it is protected by procedures and technology designed to block reasonably foreseeable intrusions by unauthorized third parties. We may store and process your personal information in the United States or Canada or any other country in which we or our agents maintain facilities. By using the Site, you consent to the transfer of your information among these facilities, including those located outside your home country.

THIRD-PARTY WEBSITES. This Privacy Policy applies solely to information collected by Company. This Privacy Policy does not apply to other websites that are accessible through this Site, including but not limited to any third-party websites.

DATA RETENTION. In order to provide you with the products and services you request, answer questions you may have about the products and services provided, and for our own accountability to external regulatory bodies, we retain your information for a period deemed reasonable under the circumstances. Information stored is removed, destroyed, or deleted from time to time when it appears we will no longer have a need to contact you. Retention periods may be extended if we are required to preserve your personal data in connection with litigation, investigations, and proceedings, or if a longer retention period is required or permitted by applicable law.

ACCESSING, REVIEWING AND CHANGING YOUR PERSONAL INFORMATION. You can see, review and change most of your personal information by logging into your account on the Site and editing your Account Profile or by contacting us at the addresses below. If your personal information changes or is inaccurate, you must change it promptly.

There may be circumstances where your personal information is not accessible, reviewable, or able to be modified by you through your account. With some exceptions, you have the right to see what personal information we hold about you. We can help you identify what records we might have about you, and we will also try to help you understand any information you do not understand. We may need to confirm your identity before providing you with this access, and we reserve the right to charge a nominal fee for such requests. In some cases, we may require that your request to us for access be made in writing. If we cannot give you access, we will tell you within 30 days or as soon as reasonably practicable and provide you with a reason, as best we can, as to why we cannot give you access.

RIGHTS OF INDIVIDUALS. Site users who wish to correct, update, change, or erase the information they submit on the Site should be able to go back to the applicable web form or their account to edit their user or organization record. For additional information or problems accessing your information from such page, please contact Company using one of the methods listed below.

If you consider that we have processed your personal data in violation of applicable law and failed to remedy such violation to your reasonable satisfaction, you may also lodge a complaint with the data protection supervisory authority in your country.

CONTACTING US. If you have questions regarding this Privacy Policy or the use of information collected, please contact your property manager.

Canada. To the extent it is applicable, this policy is made under the Personal Information Protection and Electronic Documents Act. There are some rare exceptions to the commitments set out above.

For more general inquiries, the Information and Privacy Commissioner of Canada oversees the administration of the privacy legislation in the private sector. The Commissioner also acts as a kind of ombudsman for privacy disputes. The Information and Privacy Commissioner can be reached at:

Address: 112 Kent Street, Ottawa, ON K1A 1H3

Phone: (613) 995-8210 T

oll-free: (800) 282-1376

Facsimile: (613) 947-6850

TTY: (613) 992-9190

Website: www.priv.gc.ca/en/