

TERMS OF SERVICE

These Terms of Service (these “Terms” or the “Agreement”) describe Marsh Properties, LLC’s (“Company,” “we,” “us,” or “our”) terms of service with respect to persons or entities who access or use our websites, RealPage Resident Portal, or our related subdomains, or mobile applications that may be available for download (collectively, the “Site”), including without limitation renters and potential renters (collectively, with all persons or entities who access the Site, “Users,” “you,” or “your”). The Site is owned and operated by us to offer certain services to renters and potential renters (the “Services”).

DISCLAIMER REGARDING THIRD PARTIES

The Site uses the RealPage Resident Portal technology platform, which is operated by a third party, RealPage, Inc. or one of its subsidiaries (individually or collectively, “RealPage”). In addition to our Terms, your access and use of the Resident Portal is subject to the terms and conditions of RealPage, found here: <https://www.realpage.com/legal/terms-of-use> (the “RealPage Terms of Use”). Similarly, we may engage from time to time various third-party service providers to assist us with better serving you. When you interact with the products or services of these third parties, your interactions will be subject to the legal terms and conditions of those third parties. It is your responsibility to inform yourself regarding those third-party legal terms and conditions. We encourage you to read them carefully because they may contain important information about your rights and obligations, including with respect to the recording of phone calls; electronic communications; the use of artificial intelligence tools; mandatory arbitration clauses; limitations of liability; indemnification obligations; waiver of jury trials; and the submission to the jurisdiction of various courts or arbitration forums.

OUR TERMS

THESE TERMS CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND US. THIS AGREEMENT ALONG WITH ANY OTHER TERMS THAT MAY BE POSTED ON THE SITE WITH RESPECT TO RESIDENT PORTAL PRODUCTS AND SERVICES, AND ANY OTHER WRITTEN AGREEMENTS OR CONTRACTS BETWEEN YOU AND US 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.** We are 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. COMPANY 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. YOUR TRANSACTIONS WITH REALPAGE.

2.1 The Resident Portal serves as a platform for property managers and owners to provide the Services to renters and potential renters. RealPage does not own or manage the properties listed on the Site and does not enter into rental contracts for those properties. Although the Resident Portal may lead to certain business transactions expressly agreed to between RealPage and Users, RealPage is not a party to any transactions between you and us other than providing the Resident Portal. AS A RESULT, COMPANY SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR INFORMATION, THE CONTENTS OF ANY DOCUMENTS, OR FOR ANY OTHER INTERACTIONS BETWEEN YOU AND REALPAGE, AND YOU HEREBY AGREE TO HOLD US HARMLESS IN CONNECTION THEREWITH.

2.2 You are responsible for how you use the Resident Portal, and Company encourages anyone who accesses the Resident Portal, including Users, to exercise sound judgment when entering into property rental transactions.

3. ACCESS TO AND USE OF THE SITE.

3.1 We provide 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 We have 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, we hereby grant 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) 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; (c) 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; (d) use any robot, spider, site search/retrieval application, or other automated or intelligent 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 business or property reviews; (e) collect or harvest any information about other users or members (including usernames and/or email addresses) for any purpose; (f) reformat or frame any portion of the web pages that are part of the Site or the Services; (g) create user accounts by automated means or under false, misleading or fraudulent pretenses; (h) 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; (i) transmit any viruses, worms, defects, Trojan horses or other items of a destructive nature; (j) 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; (k) copy or modify the HTML code or any other code used to generate web pages on the Site; (l) 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; (m) take any action that imposes, or may impose in our sole discretion, an unreasonable or disproportionately large load on our systems, networks or other information technology infrastructure; (n) modify, adapt, translate, or reverse engineer any portion of the Site or the Services; or (o) 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. **ADDITIONAL REQUIREMENTS.** Certain aspects of the Services may be subject to additional requirements, guidelines, other technical and non-technical specifications, or other rules or policies in addition to those set forth in these Terms (the "Additional Requirements"). In the event of a conflict between the Additional Requirements and these Terms, the Additional Requirements shall take precedence.
5. **MODIFICATIONS.** Company 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 Company 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 Company shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Site. Modifications to these Terms 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.**
6. **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").

6.1 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. We reserve 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 we have 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 us 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 Resident Portal 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 Resident Portal account of any other user. COMPANY CANNOT AND WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM YOUR FAILURE TO COMPLY WITH THIS SECTION.

6.2 Privacy Policy and Your Information and Material. By submitting Information and Materials and in order for us to provide you with the Services, you hereby consent to our use and sharing of your Information and Materials as described in the applicable Privacy Policy, which is incorporated into these Terms by this reference. The 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, or local laws or regulations applicable to the Information and Material where created, displayed or accessed.

6.3 Communications. Although we may provide a platform through the Site and the Services through which third-parties, including RealPage, may communicate, Company 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 Company. We are only responsible for the content of information issued directly by us. 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 Company. Company 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.

6.4 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 Additional 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 Additional Requirements applicable to the Screening or as otherwise required by law. RealPage 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 Additional Requirements applicable to the Screening or as otherwise required by law.

6.5 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 Company to you. You acknowledge that you will address any discrepancies, issues or concerns with such payments by contacting Company, rather than RealPage. 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.

By providing your card or bank information, you are representing that you are authorized to use this card or bank account for payments for rental deposits, rental payments, or any other services or transactions for services provided by Company. If you are making a one-time payment, your card or bank information will not be stored after completion of the transaction, but any other personal information provided in connection with the transaction will be stored. If you are enrolling in recurring payments, you authorize RealPage to store your card or bank information to process your recurring payments. You are responsible for keeping your card or bank information up to date. If your card or bank information changes, you agree to promptly update your information. RealPage will continue to store your card or bank information until you delete your information or you cancel recurring payments. For more information about how we store and use your card, bank or other personal information, please see our Privacy Policy.

6.6 Electronic Signatures. If you choose to use the electronic signature execution functionality of Resident Portal, 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.

7. **COMPANY'S RIGHTS.** You acknowledge that Company 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. Company may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms. You acknowledge that Company 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.
8. **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. Company does not endorse or represent the reliability, accuracy or quality of any information, goods, services or products displayed or advertised on the Site. Company makes no representations or warranties, express or implied, with respect to the information provided on this Site.
9. **THIRD-PARTY LINKS, PRODUCTS AND SERVICES.**

9.1 Third Party Websites and Services. The Site may contain links or voice accessibility to third-party websites or resources. 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 Company of the third-parties, anyone sponsoring these sites or their products or services, or the products or services themselves. Company makes no representations or warranties, express or implied, with respect to the information provided on any third-party website or service which may be accessed from the Site, including any representations or warranties as to accuracy or completeness. Because Company has no control over third-party websites, resources, products or services, you acknowledge and agree that Company 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 Company 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 Company 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.

9.2 Google® Maps. The Site utilizes Google Maps and related content licensed to RealPage by Google and its licensors. By using the Google Maps features available on the Site, you are agreeing to be bound by the applicable Google Terms of Service.

10. **OWNERSHIP.** You acknowledge and agree that the Site and the Services use and contain intellectual property, including without limitation, information, data, text, music, sound, photographs, graphics, video, messages, tags, or other materials owned by or licensed to us, and protected by applicable intellectual property and other laws and international treaties (collectively, “Company IP”). We reserve all rights. 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 Company IP, the Site or access to the Site in any way without the prior written permission of Company. You must abide by all copyright notices, information, or restrictions contained in or attached to any Company IP. All trademarks on the Site and Services are the property of Company or its licensors.

11. **INDEMNITY.** You agree to indemnify, defend and hold Company and its officers, directors, employees, members, shareholders, successors, agents, affiliates, subsidiaries and/or relevant third parties including advertisers, distribution partners, referral partners, service providers, licensors, licensees, consultants and contractors (collectively the “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 Resident Portal, including without limitation, the sufficiency of an electronic signature or the enforceability of an electronically signed lease; or (h) your use of Resident Portal Resident Services voice activated commands via third parties including but not limited to Amazon Alexa, Google Echo, and Apple Siri 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 Indemnified Parties. Company shall have the right, in its sole discretion, to select its own legal counsel to defend itself 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 Company’s reasonable attorneys’ fees incurred in connection therewith. You shall notify Company immediately if you become aware of any actual or potential claims, suits, actions, allegations or charges that could affect yours or Company’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 Company, 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 Company.

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

- 12.1 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, COMPANY EXPRESSLY DISCLAIMS 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.
- 12.2 COMPANY MAKES 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.
- 12.3 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.
- 12.4 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMPANY OR FROM YOUR USE OF THE SITE OR SERVICES, SHALL CREATE ANY REPRESENTATION OR WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.
- 12.5 SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN REPRESENTATIONS OR WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

13. LIMITATION OF LIABILITY.

13.1 COMPANY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, SHAREHOLDERS, SUCCESSORS, AGENTS, AFFILIATES, SUBSIDIARIES AND/OR RELEVANT THIRD PARTIES INCLUDING ADVERTISERS, DISTRIBUTION PARTNERS, REFERRAL PARTNERS, SERVICE PROVIDERS, LICENSORS, LICENSEES, CONSULTANTS AND CONTRACTORS (COLLECTIVELY THE “PROTECTED PARTIES”) 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 Resident Portal 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 PROTECTED 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 COMPANY OR ITS AFFILIATES, BUT NOT ACTUALLY AFFILIATED WITH, CONTROLLED, OWNED, OR OPERATED BY COMPANY;
- D. THE CONTENT OF ANY WEBSITE NOT CONTROLLED, OWNED, OR OPERATED BY COMPANY 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.

13.2 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.

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

15. **TERMINATION.**

15.1 You agree that we, 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 we believe that you have violated or acted inconsistently with the letter or spirit of the Terms. We may also in our 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 Company may immediately bar any further access to the Site. Further, you agree that Company shall not be liable to you or any third party for any termination of your access to the Site or the Services.

15.2 Upon any termination of your access to the Site or the Services, all rights granted to you under these Terms will immediately cease, and you must promptly discontinue all use of the Site and the Services. Sections 10, 11, 12, 13, 16, and 18 shall survive any termination or expiration of these Terms.

16. **AUTHORITY.** You hereby represent and warrant to Company 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.

17. **INTERACTIVE AREAS.**

17.1 Use of Interactive Areas. On the Site and/or as part of the Services, we 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 Company has no obligation to protect such information. Company 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 Company;
- I. impersonates any person or entity or misrepresent your connection or affiliation with a person or entity; or
- J. constitutes illegal activity.

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

18. GENERAL.

18.1 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 Company shall, irrespective of any choice of laws rules, be governed by and construed in accordance with the laws of

the State of North Carolina. You and Company hereby irrevocably and unconditionally submit to the jurisdiction of courts located in the County in the State of North Carolina in which the property is located 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 Company 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.

18.2 Assignment. You may not assign or transfer this Agreement, in whole or in part, without the prior written consent of Company, which may be granted or withheld by Company in its sole discretion. Any attempted assignment in violation of this Section will be null and void and of no force or effect. Company 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.

18.3 Waiver. The failure to exercise or enforce any right or provision shall not affect Company'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.

18.4 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.

18.5 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 Company regarding this subject matter, and shall supersede any and all prior or contemporaneous representations or understandings relating to this subject matter.³

18.6 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 one (1) year after such claim or cause of action arose or be forever barred.

18.7 Force Majeure. Company shall not be liable for any failure or delay in performing its obligations under these Terms where such failure or delay results from any cause beyond Company's reasonable control, including but not limited to acts of God, fire, flood, earthquake, pandemic, epidemic, governmental actions or orders, labor disputes, failures of third-party service providers, power outages, Internet or telecommunications failures, cyberattacks, or any other event beyond Company's reasonable control.

18.8 Notices. Any notices or communications required or permitted under these Terms from you to Company shall be in writing and sent to the address posted on the Site or by email to the address designated by Company. Company may provide notices to you by posting them on the Site, by email to the address associated with Your Account, or by any other reasonable means. Notices posted on the Site shall be effective upon posting.