

Terms and Conditions

THIS AGREEMENT INCLUDES A DISPUTE RESOLUTION CLAUSE UNDER WHICH CERTAIN CLAIMS WILL BE RESOLVED BY ARBITRATION OUT OF COURT WITHOUT A JURY. PLEASE READ THE AGREEMENT CAREFULLY.

1. Acceptance of the Terms and Conditions

Rentstarz LLC. (“Rentstarz LLC”, “we” or “us”) operates this website and any related smartphone or mobile application (collectively, the “Website” or the “Site”) and the Rentstarz LLC online real estate marketplace, including the “Rentstarz LLC,” “Rentstarz LLC ” “Rent Payments” and “Pay Rent” services, offered through the Website (the “Services”). These terms and conditions are entered into by and between you and Rentstarz LLC. The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, the “Agreement”), govern your access to and use of the Website and the Services, whether as a guest or a registered user.

Please read this Agreement carefully before you start to use the Website. By using the Website or the Services, or by clicking to accept or agree to this Agreement when this option is made available to you, you agree to comply with and be bound by this Agreement, our Privacy Policy, found at <https://www.rentstarz.com/privacy-policy>, incorporated herein by reference (the "Privacy Policy"), and such other policies and procedures as may be incorporated herein under Section 8 of this Agreement. If the individual clicking to accept or agree to this Agreement is doing so on behalf of an entity and registers such entity with this Website, then you

(the individual) represent and warrant that you have authority to bind such entity and enter into this Agreement on its behalf, and all further references to "you" shall be to such entity. If you do not agree to this Agreement or the Privacy Policy, you must not access or use the Website or the Services.

The Website and the Services are offered and available to users who are 18 years of age or older. By using the Website or the Services, you, the user, represent and warrant that you are of legal age to form a binding contract with Rentstarz LLC and meet all of the eligibility requirements set forth herein. If you do not meet these requirements, you must not access or use the Website or the Services. Each of Rentstarz LLC's service clients may be subject to one or more separate written agreements with Rentstarz LLC or with each other (each, a "Service Agreement"). This Agreement applies only to use of the Website and the Services and in no way affects the terms and conditions of any Service Agreement.

2. Changes to the Terms and Conditions

This version of this Agreement became effective on March 10, 2023 and amends, restates and replaces any version effective prior to such date. We reserve the right, in our sole discretion, to modify this Agreement, in whole or in part, at any time, with respect to your use of the Website and Services following amendment. Notification of any amendment will be posted on the Website and will be effective immediately. You are under an obligation to review the current version of this Agreement and other Rentstarz LLC policies each time before using the Website or the

Services. All amendments are effective immediately when we post them, and apply to all access to and use of the Website and the Services thereafter. Your use of the Website or the Services following any amendment of this Agreement will signify your assent to and acceptance of its revised terms.

3. Subscription Information; Payment for Certain Services

To subscribe for certain Services and obtain access to password-protected areas of the Website, you must establish a Rentstarz LLC account by providing us with current, complete and accurate information as prompted by the online enrollment form and by selecting a password, the confidentiality of which shall be your responsibility. You may not use anyone else's Rentstarz LLC account in connection with your use of the Services, or permit anyone else to use the Services or to access password-protected areas of the Website using your Rentstarz LLC account. You agree to notify Rentstarz LLC immediately of any actual or suspected unauthorized use of your Rentstarz LLC account, or any other breach of security. Certain Services may be subject to fees charged by Rentstarz LLC ("Fees") which will be identified at the point of purchase of such Services. Additional functionality and services may be offered or provided by us from time to time and these will be described on the Website. Services requiring Fees which have not been previously agreed upon will be notified to you, and your agreement to be responsible for any such additional Fees will be required, before any such additional Fees will be applied. We will charge your credit card for applicable authorized Fees and you understand that, once charged, such Fees are non-refundable. If Rentstarz LLC does not receive payment from the

issuer of the credit card associated with your Rentstarz LLC account, you agree to pay all amounts due upon demand directly to Rentstarz LLC, and Rentstarz LLC further reserves the right to either suspend or terminate your Rentstarz LLC account and your access to the Services in such circumstances.

If you purchase a subscription plan or agree to make recurring automatic payments by enrolling in our “AutoPay” service, your subscription or automatic payments will continue in effect and renew on a recurring basis, monthly or annually, unless and until you cancel your subscription or AutoPay. If you provide a credit card or other payment method accepted by Rentstarz LLC and sign up for a monthly or annual paid subscription or enroll in AutoPay through the Website or the Services, you are expressly agreeing that Rentstarz LLC (or our designated third-party payment processor) is authorized to charge your payment method for the applicable subscription fee or other payment (plus any applicable taxes) on a recurring monthly or annual basis, as applicable. Rentstarz LLC reserves the right to change the terms of your subscription, including price, from time to time, effective as of the beginning of your next billing period following the date of the change. If Rentstarz LLC changes the subscription fee or other charges for your subscription, we will give you advance notice of these changes. If you purchase a subscription from us with promotional pricing, it will renew at our standard non-promotional pricing unless you cancel your subscription prior to renewal (as may also be explained in more detail at the time of your purchase at the promotion pricing).

You must cancel your subscription or AutoPay at least twenty-four (24) hours before your next renewal or payment date (as applicable) in order to avoid the next billing (subscription) period. You may cancel your subscription or AutoPay by logging into your Rentstarz LLC account and cancelling it there (if such functionality is provided therein), or you may send us written notice of cancellation to support@rentstarz.com specifying that you would like to cancel your subscription for the Services or AutoPay (as applicable). If you cancel your subscription or AutoPay, the cancellation will be effective upon your receipt of confirmation from Rentstarz LLC of the cancellation.

4. Conditions on Using the Website and the Services

The Website and the Services provide only a neutral online venue which landlords, landlord representatives, brokers, property managers, sub-lessors (collectively, "Listing Parties") and potential renters can use to find and exchange information in connection with potential transactions involving real estate and, if they choose, to arrange transactions with one another. Rentstarz LLC does not counsel parties to real estate transactions, assess the qualifications of potential tenants, show properties, or negotiate rental or sales contracts on or through the Website or Services. No brokerage relationship or any agency or fiduciary relationship is intended to be or shall be deemed to have been created between Rentstarz LLC and any user of the Website or Services. Additionally, real estate transactions are complicated and are governed by various laws, practices and customs. Users are advised to seek the help of a licensed real estate professional and/or a real estate attorney to help in the negotiation and completion of any real estate transaction.

You acknowledge that if you use the Services as a potential renter of a property listed on the Website, including by participating in any offer board for, or by submitting an electronic rental application in relation to, a property listed on the Website, information that you submit through the Website (subject to the terms of the Privacy Policy) will be visible to Listing Parties associated with such property and used by them in assessing your qualifications as a tenant. If you decide to make an offer through the Services to rent any property listed on the Website, you are solely responsible for determining the rental price that you want to offer to a Listing Party for such property. All users should be sure they are comfortable with the price they are offering and be aware of the following:

1. the acceptance of your offer by a Listing Party constitutes a binding agreement to enter into a rental agreement with such Listing Party and obligates you to pay all associated fees to Rentstarz LLC and to such Listing Party; and
2. you are solely responsible for determining the reasonableness and prudence of any offer you make in light of the property and your circumstances.

We have no control over the conduct of our users or the truth or accuracy of the information that users post on the Website. We do not endorse any persons who use or register for our Services, whether as renters or Listing Parties. We make no verification of information that any user submits to the Website. We make no representations about properties advertised on the Website, about the Listing Parties responsible for presenting such properties, about the accuracy of information provided

by such Listing Parties, or about the financial capabilities of, or the accuracy of information provided by, prospective renters.

The Website may from time to time provide the opportunity for you to order, purchase, or receive services from third parties, for example, for the conduct or results of credit, eviction, criminal record, or background checks. You agree that Rentstarz LLC is not a principal, partner, joint venturer or agent (other than for purposes of collection or refund of payments) in connection with the provision of such services, and that you will look solely to such third parties in connection with the provision of such services.

Although we may offer features through the Services (including through third-party service providers we engage) which are intended to assist Listing Parties and potential renters to assess the appropriateness of, and to negotiate and consummate transactions among themselves, Rentstarz LLC does not conduct any screening, background investigations or credit checks on any individual's character, creditworthiness or rental history, nor any investigations of the existence or actual state of any property listed. All aspects of transactions between users of the Website and Services, including the existence, quality, safety or legality of the properties advertised, the truth or accuracy of listings, the ability of Listing Parties to rent a property or the ability of renters to pay for rental properties are solely the responsibility of each user and therefore users of the Website and the Services should perform all appropriate due diligence, including visiting in person any listed property, before entering into a rental contract or any other transaction with respect to

such property. We strongly discourage renters from sharing sensitive confidential information directly with purported Listing Parties, or wiring funds to such parties, based solely on electronic solicitations from such parties.

All of the foregoing acknowledgements and conditions apply with equal force to the Rentstarz LLC, which, among other things, enables users to place a 24-hour hold on select properties (the “Select Service”) pursuant to our arrangements with the party or parties controlling such properties. If you submit a “holding deposit” and your rental application is accepted, but you decline to enter into a rental agreement, your holding deposit will be forfeited. If your application is declined or if there are unacceptable conditions, then upon request your holding deposit will be returned. If your application is accepted and you enter into a rental agreement, then you can either apply the holding deposit towards your security deposit or have it refunded upon payment of the security deposit. No brokerage relationship or any agency or fiduciary relationship is intended to be or shall be deemed to have been created between Rentstarz LLC and any user of the Select Service. Additionally, all users of the Select Service should be aware that placing a 24-hour hold on a desired property does not bind the Listing Party, and does not guarantee that you will be the only potential renter permitted to tour the property during such 24-hour period.

5. Agreement to Receive Marketing Messages and Opt-Out

When you use Rentstarz LLC Services, you are giving your prior express consent (“Opting In” or your “Opt-In”) to have Rentstarz LLC send SMS text messages to you consistent with these Terms and Conditions, including these terms. In particular, by Opting In, you agree with and accept the following terms:

- You expressly authorize Rentstarz LLC to use both autodialer and non-autodialer technology to send text messages to the cell phone number that you provide and/or the cell phone number(s) associated with your Rentstarz LLC account.
- You authorize Rentstarz LLC to include marketing content in any text messages.
- You authorize Rentstarz LLC to create and retain an electronic record of your Opt-In. You may view the electronic record of your Opt-In by contacting Rentstarz LLC at [support@Rentstarz LLC.com](mailto:support@RentstarzLLC.com)
- You confirm that you are the subscriber to the relevant cell phone number(s) or that you are an authorized user of the number(s).
- You acknowledge and agree that standard message and data rates may apply to text messages sent by Rentstarz LLC.
- You agree that Rentstarz LLC can terminate your participation in any text message program or service at any time and for any reason.
- You can opt-out of receiving autodialed text messages from Rentstarz LLC by:
 - Replying STOP.

- If you opt-out of receiving autodialed text messages from Rentstarz LLC, we may send you a final autodialed text message to confirm your opt-out request.

When you provide Rentstarz LLC with your email address, you are giving Rentstarz LLC your express consent to send you emails, including marketing emails. You may opt-out of receiving marketing emails at any time by clicking the opt-out link at the bottom of an email, or by contacting us at support@Rentstarz LLC.com and specifying that you would like to opt-out of receiving marketing emails.

6. Proprietary Rights; Restrictions on Use

All software used on the Website is proprietary to us or to third parties, and except as may be required to exercise the foregoing license grant, any use, redistribution, sale, decompilation, reverse engineering, disassembly, translation or reduction of such software to human-readable form is prohibited.

The Rentstarz LLC name, the Rentstarz LLC logo, and all related names, logos, product and service names, designs and slogans are registered or unregistered trademarks of Rentstarz LLC or its affiliates or licensors, and may not be used in connection with any service or products other than those provided by Rentstarz LLC, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Rentstarz LLC. Any use of such marks, or any others displayed on the Website, will inure solely to the benefit of their respective owners.

The Website and Services are the property of Rentstarz LLC. Except as expressly provided below in the case of User Data (as defined below), all the data, information, text, images (including video), designs, sound, music, marks, logos, compilations (meaning the collection, arrangement and assembly of information) and other content on or made available through the Website, and any of the foregoing sent to you by e-mail or other means (collectively, the "Site Content") are owned by Rentstarz LLC, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

Rentstarz LLC authorizes you to use the Services and access, view, use, download and print the Site Content subject to the following conditions:

1. you may use the Services, and download, access and print the Site Content, only in reasonable limited quantities for your personal, non-commercial use;
2. you may not modify the Site Content;
3. any displays or print outs of the Site Content must be marked "© Rentstarz LLC, Inc. 2011-2020. All rights reserved."; and
4. you may not remove or alter any copyright, trademark or other proprietary rights notices that have been placed in the Site Content.

Except as expressly permitted above, modification, reproduction, redistribution, republication, uploading, posting, transmitting, distributing or otherwise exploiting in any way the Services, the Site Content, or any portion of the Site Content, is strictly prohibited without the prior written permission of Rentstarz LLC. If you violate any of the foregoing conditions, your right to use the Services and the Site Content

will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Services or the Site Content is transferred to you, and all rights not expressly granted are reserved by Rentstarz LLC. Any use of the Services or the Site Content not expressly permitted by this Agreement is a breach of this Agreement and may violate copyright, trademark and other laws. You agree, and represent and warrant, that your use of the Services, the Website and the Site Content, or any portion thereof, will be consistent with the foregoing license, covenants and restrictions and will neither infringe nor violate the rights of any other party or breach any contract or legal duty to any other parties. In addition, you agree that you will comply with all applicable laws, regulations and ordinances relating to the Services, the Website, the Site Content or your use of them, and you will be solely responsible for your own individual violations of any of them.

We may, in our discretion and without liability to you, with or without cause, with or without prior notice and at any time:

1. terminate your access to our Services,
2. deactivate or delete any of your accounts and all related information and files in such accounts and
3. bar your access to any of such files or Services.

7. Your Data

You are solely responsible for all data that you upload or transmit with us through the Website or the Services (collectively, the “User Data”). Do not transmit User Data for which you do not have permission to send

to Rentstarz LLC. You are responsible for creating backup copies of any User Data. By providing us with User Data you:

1. Agree to provide only true, accurate, current and complete information about yourself and not to misrepresent your identity or your Rentstarz LLC account information;
2. Authorize us to make copies as we deem necessary in order to provide the Services;
3. Give us, and you promise that you have the right to give us, an irrevocable, perpetual, non-exclusive, transferable, fully paid worldwide license to use your User Data for the purpose of delivering the Services;
4. If you are a Listing Party using the Rentstarz LLC Pro service, you hereby grant to us (i) an irrevocable, perpetual (except upon termination of your use of the Services), non-exclusive, transferable, fully paid worldwide license to publish, distribute, publicly display and perform your User Data regarding apartments and other units of real property which you own or are otherwise authorized to rent or lease to third parties and to create derivative works based upon such User Data and (ii) an irrevocable, perpetual, non-exclusive, transferable, fully paid worldwide license to continue after the termination of your use of the Services to use data derived from your User Content, including from any User Content pertaining to properties that have been rented, in an aggregated form which does not identify any particular listing, for, among other things, real estate analytics, research, and creation and sale of reports containing aggregated data;

5. Acknowledge and agree that any User Data submitted through the Website will be used in accordance with the Privacy Policy, described below, and that you will not submit User Data containing any sensitive data relating to your race, color, religion, sex, handicap, familial status, or national origin; and
6. Represent and warrant that you own all proprietary rights in your User Data or, with respect to any User Data you do not own, you have the full authority and right to transmit the User Data and to grant the licenses granted hereunder, and that the exercise by Rentstarz LLC of the license rights granted by you shall not infringe any third party intellectual property rights, nor violate any rights of privacy or publicity, nor be defamatory, libelous or obscene, nor violate any other right, privilege or interest of any third party.

Rentstarz LLC is under no obligation to edit or control User Data that you transmit, and will not be in any way responsible or liable for User Data or your use of it. Subject to the rights granted to us in this Agreement, you own all of your User Data and any intellectual property rights associated with your User Data.

Rentstarz LLC reserves the right, in its sole discretion:

1. to refuse to list any person, individual, Listing Party, applicant or other user;
2. to screen any listing, and to edit the content of any listing; and

3. to delete from any listing or edit any falsehoods, inconsistencies, offensive material or any material that infringes third party rights or that is otherwise in breach of these Terms and Conditions.

You acknowledge that Rentstarz LLC has no obligation to do any of these things.

Even after you remove information from your profile or delete your account, we may retain certain information to prevent identity theft and other misconduct even if deletion has been requested. Removed and deleted information may persist in backup copies indefinitely, but will not be available to others.

8. Website Policies

In connection with your use of the Website and Services, you agree that you shall comply with any written policies and procedures for the Website and Services set forth at <https://www.rentstarz.com/terms-and-conditions>.

Listing Parties and Others Listing Property: You are entitled to list a property for rent ("Property") only if you own the Property, or if you are acting as the managing agent or broker for the Property, or if you have the right to sub-let a Property without violation of the head lease. You may list a Property for as long as the Property remains available for rent. You must promptly remove the Property listing from the Services if it is no longer available for rent. Rentstarz LLC may establish limits on the maximum time that listings will remain on the Services, and Rentstarz LLC shall have no liability or responsibility for the deletion or failure to

store any listing. By listing a Property, you represent and warrant to Rentstarz LLC that:

1. you will provide accurate, current and complete registration and listing information;
2. your use of the Services will comply with all applicable federal, state and local laws, regulations and rules, including without limitation the Fair Housing Act, the Fair Credit Reporting Act and any applicable rent control or rent stabilization laws, and will not violate any contract by which you are bound or any third party rights;
3. any property that you list on the Services complies fully with all applicable health, safety and fire laws and codes;
4. in the event you use any feature of the Services provided by a third party service provider which allows you to access a potential renter's consumer credit data, criminal history or eviction history, you hereby certify that you have a legitimate business need for such data in connection with assessing the suitability of such potential renter as a tenant of a property listed through the Services, that your request and use of such data from such service provider shall be solely for your internal purposes in connection with a potential transaction involving such potential renter, and that you will not provide any such data to any third party; and
5. without limitation of the foregoing, your listing will comply with the Fair Housing Act and shall not state any discriminatory preference based on race, color, national origin, religion, sex,

familial status or handicap, or based on any other characteristic prohibited by state or local law.

Renters: You are entitled to provide through the Services electronic rental applications, or offers through offer boards, if any, to Listing Parties with respect to Properties only if you meet any applicable tenant qualifications specified on the Services and you have the bona fide intention to rent the Property if it is offered to you. If your offer to a Listing Party through any such offer board is successful and your rental application, including any electronic rental application submitted through the Services, is approved by the Listing Party, you will be obligated to enter into a lease with such Listing Party and to pay in full any associated deposits to Rentstarz LLC and/or to such Listing Party. You acknowledge and agree that you are solely responsible for the payment of any deposit required and that no negotiation is possible concerning the terms of any rental agreement applicable to a property once the offer board in connection with such property has closed.

You understand that you may (i) submit electronic instructions through the Services to a Listing Party authorizing such Listing Party to obtain through services provided by one of our third party service providers a copy of your consumer credit report and score, as well as reports of background investigations regarding your criminal and eviction history as each relates to your suitability as a tenant, or (ii) submit consent to a request from a Listing Party that it be authorized to so obtain such credit report and score or background investigation, and that in either case such submission shall constitute written instructions from you for such Listing Party to so obtain a copy of your consumer credit report and

score or the results of such background investigation from such provider. Use of each such third-party service may require that you accept additional terms of use. By submitting the instructions or consent described in the preceding sentence, you authorize such Listing Party, once it has obtained your credit report(s) and score(s) and/or the results of such background investigations, to retain, subject to provisions of applicable law, a copy of the same in its records along with the other information you submit to such Listing Party.

9. Rent Payments and Pay Rent Services

Our “Rent Payments” and “Pay Rent” services (collectively, the “Rent Payment Platform”) enable renters to make rent and other related payments to Listing Parties using functionality made available through the Website and Services. If you are a Listing Party or renter and use the Rent Payment Platform, you acknowledge and agree that the terms of this Section 9 shall apply to you. Rentstarz LLC uses Stripe, a third-party payment platform, to process renters’ credit and debit card transactions and make periodic payments to Listing Parties’ bank accounts that are connected via Stripe Connect. If you are a Listing Party and use our Rent Payment Platform, you expressly understand and agree that Rentstarz LLC shall not be liable to you for our failure to collect fees from renters arising out of any failure of Stripe. The services provided by Stripe are subject to the Stripe Connected Account Agreement, which includes the Stripe Terms of Service (collectively, the “Stripe Services Agreement”). By agreeing to these Terms and Conditions or continuing to operate as a Listing Party, you agree to be bound by the Stripe Services Agreement, as the same may be modified

by Stripe from time to time. As a condition of Rentstarz LLC enabling payment processing services through Stripe, you agree to provide Rentstarz LLC accurate and complete information about you and your listings, and you authorize Rentstarz LLC to share with Stripe transaction information related to your use of the payment processing services provided by Stripe.

If you are a renter and use our Rent Payment Platform, you agree that if you use a credit or debit card to make a rental payment, Rentstarz LLC may charge you a processing fee in the amount specified at the time of the transaction, which fee will be added to the amount of such rental payment. If any payment you initiate using the Rent Payment Platform does not successfully complete, the applicable Listing Party reserves the right to seek payment from you via or outside the Rent Payment Platform. In addition, your Listing Agent may permit you to opt-in for recurring automatic rent payments. Any authorization you provide to make recurring automatic payments using the Rent Payment Platform will remain in effect until cancelled.

10. Services Uses and Restrictions

You must comply with any rules and policies about use of the Website, Site Content, and Services that we publish from time to time. These rules and policies will be available on the Website. Certain features, pages or content within the Website or Services may contain supplemental terms of use, to which you must agree in order to use the relevant features, pages or content. You are permitted to use the Website, Site Content, and Services solely for the purposes contemplated in these

Terms and Conditions, and not for any other purpose (including to promote any other product, website, software or service).

You shall not:

1. Infringe the rights of any person or entity, including without limitation by offering to lease a property without the rights to do so;
2. Submit, post, upload to, distribute or otherwise use, any User Data (i) in violation of, or in connection with any violation of, any local, state, national or international laws; (ii) that is libelous, defamatory, threatening, abusive, scandalous, obscene, pornographic or intended to defraud Rentstarz LLC or any third party; (iii) that, in the sole discretion of Rentstarz LLC, constitutes "spam"; (iv) that infringes any copyright or violates any property rights, rights of privacy or publicity, or any other rights of any third party; (v) that contains any statement, formula, direction, recipe, prescription or other matter that involves a reasonably foreseeable risk of injury, loss or damage to the material's readers or others; or (vi) that contains any software viruses or any other code, file or program that is designed to interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment;
3. Impersonate any person or entity, or forge or manipulate headers to disguise the origin of any User Data;
4. Complete transactions offline which were initiated using an offer board provided through the Website or Services;

5. Harvest or otherwise collect any data, information or Site Content from the Website, including by using manual or automated software, devices, or other processes to "crawl", "scrape" or "spider" any page of the Website or Services to copy, obtain, propagate, distribute or misappropriate any User Data or Site Content;
6. Engage in any other conduct that interferes with the Website, Site Content, or Services or that restricts or inhibits any other person from using or enjoying the same, or which, in Rentstarz LLC's sole judgment, exposes Rentstarz LLC or any of its officers, directors, employees or agents to any liability or detriment of any type; or
7. Use the Website, Site Content, or Services to, directly or indirectly:
 - (i) develop, advertise or promote any product, website, software or service that offers any functionality substantially similar to, or competitive with, the Services; or
 - (ii) solicit, divert or take away, or attempt to solicit, divert or take away, any of the customers (including users), business or prospective customers of Rentstarz LLC for any reason.

11. Use of Services to Obtain Information Regarding Potential Tenants.

You acknowledge that, to the extent you intend to use, or do in fact use, the Services for purposes of obtaining or using sensitive information concerning potential tenants, including but not limited to credit scores, eviction history, background checks, and criminal history, you are solely and exclusively responsible for complying with the laws of any relevant jurisdiction. You acknowledge that some laws, including local municipal and state laws, may limit or prohibit your ability to obtain, store,

process, or use such information in any way, including in housing or rental decisions, regardless of whether you obtain that information directly or through a third party. You acknowledge that Rentstarz LLC is not responsible, and you will not hold Rentstarz LLC responsible, for informing you of whether, or to what extent, such laws may apply to your attempt to obtain or use such information, and agree to indemnify and hold Rentstarz LLC harmless in the event your attempt to obtain or use such information is in fact not permitted in a relevant or applicable jurisdiction.

12. Links to Third Party Websites

The Website may contain links to third-party websites or applications and our Services may include third-party content that we do not control, maintain or endorse. You expressly acknowledge and agree that we are in no way responsible or liable for any such third-party websites or applications, including, without limitation, their content, policies, failures, promotions, products, services, actions and/or any damages, losses, failures or problems caused by, related to or arising from those third parties or their sites or applications. YOUR CORRESPONDENCE AND BUSINESS DEALINGS WITH OTHERS FOUND ON OR THROUGH THE SERVICES, INCLUDING, WITHOUT LIMITATION, THE PAYMENT AND DELIVERY OF PRODUCTS AND SERVICES, AND ANY TERMS, CONDITIONS, WARRANTIES AND REPRESENTATIONS ASSOCIATED WITH ANY SUCH DEALINGS, ARE SOLELY BETWEEN YOU AND THE THIRD PARTY. Rentstarz LLC ENCOURAGES YOU TO REVIEW ALL POLICIES, RULES, TERMS AND REGULATIONS, INCLUDING

THE PRIVACY POLICIES AND TERMS OF USE OF EACH AND ANY THIRD PARTY SITE OR APPLICATION THAT YOU VISIT OR USE. Rentstarz LLC DISCLAIMS ANY HARM THAT MAY RESULT FROM YOUR CHOICE TO USE ANY THIRD PARTY SERVICES, INCLUDING, BUT NOT LIMITED TO, THIRD PARTY SERVICES HOSTED ON THE SITE WHICH MAY ASK TO ACCESS, AND MAY RETAIN, YOUR PERSONAL INFORMATION. YOU AGREE THAT YOUR USE OF THIRD PARTY SERVICES IS AT YOUR OWN RISK. Listing Parties using Rentstarz LLC Pro acknowledge and agree that we provide a listing syndication service and that we will share such listings provided to us through Rentstarz LLC Pro with third parties for display on third-party websites. Such sharing does not imply endorsement of, sponsorship of, or affiliation with such third parties or their websites, and we shall not be responsible for the conduct of such third parties with respect to your listings nor any liabilities arising in connection with your listings displayed on such third party websites.

13. Ideas Submitted to Rentstarz LLC

In the event that you submit ideas or suggestions for the Website, Site Content or Services ("Services Comments"), the Services Comments will be deemed, and will remain, the sole property of Rentstarz LLC. None of the Services Comments will be subject to any obligation of confidence on the part of Rentstarz LLC, and Rentstarz LLC will not be liable for any use or disclosure of any Services Comments. Without limiting the foregoing, Rentstarz LLC will be entitled to unrestricted use and other exploitation of the Services Comments for any purpose whatsoever, commercial or otherwise, by any means, by any media,

without compensation to the provider, author, creator or inventor of the Services Comments.

14. Warranty Disclaimers, Limitation of Liability

1. Each party represents and warrants that: (a) it has all right, power and authority to enter into and perform this Agreement; (b) the execution of this Agreement and performance of this Agreement will not violate any other agreement to which it is a party; (c) this Agreement constitutes the legal, valid and binding obligation of such party; and (d) it shall perform this Agreement in accordance with all applicable laws. No advice or information, whether oral or written, obtained by you from Rentstarz LLC, or through the Services, the Website or Site Content will create any warranty not expressly stated herein.
2. If you are a paying Rentstarz LLC subscriber, Rentstarz LLC warrants that the Services will materially perform the functions described for them on the Website, provided, however, the foregoing warranty shall not apply to the extent that any problem with the Services is caused by any act or omission by you. Your sole and exclusive remedy, and Rentstarz LLC's sole and exclusive liability, with respect to any breach of this warranty shall be that Rentstarz LLC shall remedy the non-conformance upon receipt of written notice from you detailing such non-conformance or if Rentstarz LLC is unable to do so, Rentstarz LLC will refund a portion of the Fees you paid for the nonconforming Services during the period of non-conformance.

3. If you are not a paying Rentstarz LLC subscriber, you use the Services, the Site Content and the Website at our own risk, and you acknowledge that you are responsible for verifying and confirming the quality, performance, accuracy and reliability of the Site Content and Services and of any data obtained by you from the Site Content or Services.
4. EXCEPT AS SET FORTH IN THE PRECEDING CLAUSE 9.b., THE SERVICES, WEBSITE AND SITE CONTENT ARE PROVIDED IN "AS IS" CONDITION, AND Rentstarz LLC EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING: (1) ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, AND ANY AND ALL WARRANTIES ARISING FROM COURSE OF DEALING AND USAGE OF TRADE; (2) THAT THE SERVICES, WEBSITE AND THE SITE CONTENT WILL MEET YOUR REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE OR OPERATE WITHOUT ERROR; (3) AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE OPERATION, USE OR OTHER EXPLOITATION OF THE SERVICES, WEBSITE OR THE SITE CONTENT; AND (4) AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED FROM THE SERVICES, WEBSITE OR THE SITE CONTENT.

5. No advice or information, whether oral or written, obtained by you from Rentstarz LLC, or through the Services, the Website or Site Content will create any warranty not expressly stated herein.
6. UNDER NO CIRCUMSTANCES WILL YOU BE ENTITLED TO RECOVER FROM Rentstarz LLC ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS OR LOSS OF USE), WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE ARISING FROM OR RELATING TO THE USE OF THE SERVICES, WEBSITE OR SITE CONTENT; HARM OR DAMAGE TO YOUR PERSON OR PROPERTY AS A RESULT OF USING THE SERVICES; YOUR OR ANYONE ELSE'S CONDUCT OR ACTS IN CONNECTION WITH THE USE OF THE SERVICES; OR ANY ACTUAL OR ATTEMPTED COMMUNICATION OR TRANSACTION BETWEEN USERS, IN EACH CASE, EVEN IF Rentstarz LLC HAS BEEN INFORMED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT THAT THE FOREGOING SENTENCE IS NOT ENFORCEABLE, Rentstarz LLC'S MAXIMUM AGGREGATE LIABILITY TO YOU WITH RESPECT TO ANY DAMAGES ARISING IN CONNECTION WITH USE OF THE SERVICES, WEBSITE OR SITE CONTENT SHALL BE THE GREATER OF \$10 OR THE AMOUNT OF ANY FEES RECEIVED BY Rentstarz LLC FROM YOU DURING THE SIX-MONTH PERIOD PRIOR TO THE DATE ON WHICH THE CAUSE OF

ACTION ACCRUED, WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE. THE FOREGOING REMEDIES AND LIMITATIONS SHALL APPLY NOTWITHSTANDING THAT ANY REMEDY FAILS ITS ESSENTIAL PURPOSE. THE PROVISIONS OF THIS CLAUSE h. WERE AND ARE AN EXPRESS PART OF THE BARGAIN BETWEEN YOU AND Rentstarz LLC AND WERE A CONTROLLING FACTOR IN THE SETTING OF ANY FEES PAYABLE TO Rentstarz LLC.

7. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF WARRANTIES OR OF LIABILITY, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

15. Release; Indemnification

BY USING THE WEBSITE OR SERVICES, YOU AGREE THAT ANY LEGAL REMEDY OR LIABILITY YOU SEEK TO OBTAIN FOR ACTIONS OR OMISSIONS OF OTHER USERS WILL BE LIMITED TO A CLAIM AGAINST THE PARTICULAR USER OR USERS WHO CAUSED YOU HARM. IN THE EVENT THAT YOU HAVE A DISPUTE WITH ONE OR MORE OTHER USERS OF THE WEBSITE OR SERVICES (INCLUDING, WITHOUT LIMITATION, ANY DISPUTE BETWEEN USERS REGARDING ANY POTENTIAL OR CONSUMMATED TRANSACTION), AND IN CONSIDERATION OF OUR PROVISION OF THE SERVICES, YOU HEREBY AGREE TO RELEASE, REMISE AND FOREVER DISCHARGE Rentstarz LLC AND EACH OF ITS AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, AND ALL OTHER RELATED PERSONS OR

ENTITIES FROM ANY AND ALL MANNER OF RIGHTS, CLAIMS, COMPLAINTS, DEMANDS, CAUSES OF ACTION, PROCEEDINGS, LIABILITIES, OBLIGATIONS, LEGAL FEES, COSTS, AND DISBURSEMENTS OF ANY NATURE WHATSOEVER, WHETHER KNOWN OR UNKNOWN, WHICH NOW OR HEREAFTER ARISE FROM, RELATE TO, OR ARE CONNECTED WITH SUCH DISPUTE AND/OR YOUR USE OF THE WEBSITE OR SERVICES. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR." YOU AGREE TO INDEMNIFY AND HOLD Rentstarz LLC (AND EACH OF OUR OFFICERS, DIRECTORS, AND EMPLOYEES) HARMLESS FROM ANY THIRD-PARTY CLAIM, DEMAND, ACTION, DAMAGE, LOSS, COST OR EXPENSE, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR RELATING TO YOUR USE OF THE SERVICES OR ALLEGING FACTS OR CIRCUMSTANCES THAT, IF TRUE, COULD CONSTITUTE YOUR BREACH OF ANY OF THESE TERMS. WE WILL CONTROL ANY SUCH DEFENSE AND RELATED SETTLEMENT AND YOU AGREE TO REASONABLY ASSIST US THEREWITH AT YOUR EXPENSE.

16. Applicable Law and Jurisdiction; Compliance

The Website and Services are operated by Rentstarz LLC from the United States, and Rentstarz LLC does not represent or warrant that use of the Website or Services is lawful in other jurisdictions. All matters arising from or relating to this Agreement, the Website or to the use and operation of the Services shall be governed by the substantive laws of the State of California, without regard to its conflicts of laws principles. Without derogation of the obligation to arbitrate set forth in Section 17 below, you and we agree to submit to the personal jurisdiction of the state and federal courts located in San Francisco, California. The Uniform Computer Information Transactions Act shall not apply to this Agreement. If you gain access to the Services from locations outside the United States, you will be responsible for compliance with all local laws of any such other location, and in no event will you use the Services or Site Content in violation of U.S. export laws or regulations.

17. Arbitration and Dispute Resolution.

All disputes arising out of or relating to this Agreement, the Website or the Services shall be resolved exclusively by binding arbitration before a single arbitrator (the "Arbitrator") in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA") then in effect (for information on the AAA and its rules, see www.adr.org.) and the further procedures set forth herein, except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights.

The arbitration shall be conducted in San Francisco, California, unless the Arbitrator shall determine that that venue is not reasonably convenient to all parties, in which case the Arbitrator shall determine another venue that is. In the event that the AAA is unavailable or unwilling to administer the arbitration, and the parties are unable to agree to a substitute, a substitute shall be appointed by the court. The Arbitrator shall have authority to issue any and all remedies authorized by law. The right and obligation to arbitrate under this § 15 shall extend to any claim by or against a party's officer, director, employee, shareholder, affiliate, agent, or contractor. The arbitrator may render early or summary disposition of any or all issues of fact or law, after the parties have had reasonable opportunity to make submissions on those issues. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 2 et seq. Notwithstanding any rules of the AAA to the contrary, any claims shall be adjudicated on an individual basis only, and YOU WAIVE ANY RIGHT TO BRING ANY CLAIM AS A REPRESENTATIVE OF A PROPOSED CLASS, ON AN AGGREGATED OR MASS BASIS, OR AS A PRIVATE ATTORNEY GENERAL, OR TO CONSOLIDATE ARBITRATION PROCEEDINGS WITHOUT THE CONSENT OF ALL PARTIES THERETO. Any award rendered by the Arbitrator shall be final, conclusive and binding upon the parties hereto. In connection with any arbitration proceeding pursuant to this Agreement, unless the Arbitrator shall determine otherwise, each party shall bear its own costs and expenses.

Notwithstanding the foregoing, you may at your option file an individual claim in any small claims court for disputes or claims within the scope of its subject matter jurisdiction if such court has personal jurisdiction

and the case remains in small claims court. Rentstarz LLC does not hereby waive any defense that such jurisdiction may be lacking in your state. Without derogation of the parties' obligation to arbitrate as set forth herein, for any claims other than those in small claims court, jurisdiction for any court proceedings arising out of or relating to this Agreement, the Website or the Services shall be vested exclusively in, and venue shall be laid in, the state or federal courts sitting San Francisco, California except that, following confirmation of an arbitration award in a state or federal court in San Francisco, California, a judgment arising therefrom may be executed in any court of competent jurisdiction.

18. Miscellaneous Provisions

No delay or omission by Rentstarz LLC in exercising any of its rights occurring upon any noncompliance or default by you with respect to any of the terms and conditions of this Agreement will impair any such right or be construed to be a waiver thereof, and a waiver by Rentstarz LLC of any of the covenants, conditions or agreements to be performed by you will not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement hereof contained. As used in this Agreement, "including" means "including but not limited to" If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement will remain in full force and effect and will be reformed to be valid and enforceable while reflecting the intent of the parties to the greatest extent permitted by law. Except as otherwise expressly provided herein, this Agreement sets forth the entire agreement between you and Rentstarz

LLC regarding its subject matter, and supersedes all prior promises, agreements or representations, whether written or oral, regarding such subject matter. You shall not assign or transfer this Agreement or any right or obligation hereunder to any third party. You agree that the electronic text of this Agreement constitutes a writing and your assent to the terms and conditions hereof constitutes a "signing" for all purposes.

19. Digital Millennium Copyright Act

Rentstarz LLC complies with the provisions of the Digital Millennium Copyright Act applicable to internet service providers (17 U.S.C. §512, as amended). If you have any complaints or objections to material posted on the Website you may contact our Designated Agent at the following address: Rentstarz LLC, Inc. c/o DMCA Agent, 555 Montgomery Street #1300, San Francisco CA 94111, Email: DMCAagent@Rentstarz LLC.com

Any notice alleging that materials hosted by or distributed through the Website infringe intellectual property rights must include the following information:

1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
2. a description of the copyrighted work or other intellectual property that you claim has been infringed;
3. a description of the material that you claim is infringing and where it is located on the Services;
4. your address, telephone number, and email address;

5. a statement by you that you have a good faith belief that the use of the materials on the Services of which you are complaining is not authorized by the copyright owner, its agent, or the law; and
6. a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Counter Notices

If material that you have posted to the Website has been removed or disabled, you may file a counter notice pursuant to 17 U.S.C. §512 (g).

To be effective, the counter notice must be a written communication sent to the designated agent address listed above that includes the following:

1. a physical or electronic signature of the subscriber;
2. identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
3. a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
4. your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which the address is located or, if your address is outside of the United States, for any judicial district in which Rentstarz LLC may be found, and that you will accept service of

process from the person who provided notification under subsection 17 U.S.C. §512 (c)(1)(C) or an agent of such person.

Neighborhood Data

Maponics Neighborhood Boundaries ©Maponics 2019 – Duplication is Strictly Prohibited.