

Apartment Terms of Use

Last updated on April 18, 2022

Apartment, LLC, doing business as Apartment.com and/or Apartment, with a legal business address of Apartment, LLC, 8 The Green, Suite A, Dover, DE 19901:

a) helps building property managers (“Property Managers”) as well as tenants and homeowners (“Tenants/Homeowners”) to find the best technicians and service providers to manage all property maintenance needs, and

b) allows advertisers (“Advertisers”) to reach an audience of Property Managers and Tenants/Homeowners, and

c) allows Property Managers and Tenants/Homeowners to research, hire, rate, and review a variety of service contractors and home warranty companies, (collectively, “Service Providers”), (“Homeowner/Tenant” to be defined as an occupant of a unit, either as a renter, or as an owner), and

d) allows sales agents (“Sales Agents”) to communicate with potential and current Apartment Property Managers.

[Collectively (a), (b), and (c) comprise the “Users” and/or “User”].

The following Terms of Use outline your obligations as a User when using the Apartment websites, mobile applications, and/or services.

SUMMARY

The following is a summary of the main Terms of Service conditions:

- Any User of the Apartment.com website is subject to these terms and conditions;
- Apartment expects you to conduct yourself professionally and courteously on the website, and may remove you for violations of that policy;
- Any content you submit to the site remains in your copyright control, with one caveat: you agree to give Apartment a perpetual, non-exclusive license to use such content in any way or form, everywhere and anywhere, without compensation;
- Apartment is not responsible for the quality of work or any damage that may result from your choices made on this website and you agree that you use the website(s) at your own risk;
- You give up your right to a jury trial, and class action lawsuits, by agreeing to these terms, and in the event of a disagreement with Apartment, you agree to first attempt to solve the problem directly with Apartment, and thereafter, if unsuccessful, through mediation/arbitration;
- There is a separate Privacy Policy, Sales Agent Agreement, and Property Management Agreement, which may or may not be applicable to you;
- You can reach us via support@apartment.com and/or Apartment, LLC, 8 The Green, Suite A, Dover, DE 19901

1. ACCEPTANCE OF TERMS

The Apartment website (available at www.Apartment.com), which includes all present and future related sites and mobile applications, and the various content, features, and services offered on and in connection

with these sites and applications (collectively, the “Site” or “Sites and Services”) are owned and operated by Apartment LLC (“Apartment.com” or “Apartment”) and can only be accessed and used by you under the Terms of Use described below (“Terms of Use”).

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING, DOWNLOADING, OR USING ANY OF THE SITES AND SERVICES, YOU AGREE TO BECOME BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS, THEN YOU MAY NOT ACCESS AND USE THE SITES AND SERVICES.

2. MODIFICATIONS OF TERMS OF USE

Apartment may, in its sole discretion, modify these Terms of Use at any time effective upon posting the modified Terms of Use on and in connection with the Sites and Services, with or without additional notice to you. You are responsible for regularly reviewing information posted on the Sites and Services to obtain timely notice of such changes. If you do not agree to the amended terms, you agree to immediately stop using the Sites and Services and to provide Apartment notice to remove you from any distribution lists or other communication list that are available to you through your use of the Sites and Services.

YOUR CONTINUED USE OF THE SITE AND SERVICES AFTER SUCH POSTING (OR OTHER NOTIFICATION, IF ANY) MEANS YOU ACCEPT AND AGREE TO BE BOUND BY THE MODIFIED TERMS OF USE.

3. USE OF THE SITE AND SERVICES

Subject to full compliance with these Terms of Use, Apartment grants authorized Users a nonexclusive, nontransferable, non-sublicensable, terminable license to access and use the Sites and Services for your personal use. You agree to not access, reproduce, duplicate, copy, sell, re-sell, modify, distribute, transmit, or otherwise exploit the Sites or Services or any of their content for any purpose except for your personal use and as described in these Terms of Use, without the express written consent of Apartment. Apartment may modify, update, suspend, or discontinue the Sites and Services, in whole or in part, at our sole discretion for any or no reason, at any time and with or without notice. Apartment shall not be liable to any User or other third party for any such modification, update, suspension, or discontinuance.

4. USER CONDUCT

As a condition of your access and use of the Sites and Services and your submission or access to any ratings, reviews, communications, information, data, text, photographs, audio clips, audiovisual works, or other materials on the Sites and Services (collectively, the “Content”), you agree not to use the Sites and Services for any purpose that is unlawful or prohibited by these Terms of Use, or any other purpose not reasonably intended by Apartment. By way of example, and not as a limitation, you agree not to:

1. violate these Terms of Use, other applicable agreement with Apartment, and any applicable local, state, national or international law, and any rules and regulations having the force of law;
2. use the Sites and Services in any manner that violates any relevant law or that infringes, misappropriates or violates any third party’s rights, including, but not limited to, transmitting any Content that may infringe, misappropriate or violate a third party’s rights of publicity, contractual rights, fiduciary rights or intellectual property rights;
3. use the Sites and Services or its Content for any purposes not authorized by these Terms of Use, including commercial, political, or religious purposes, including the submission or transmission of any Content that contains advertisements, promotional materials, junk mail, or any other form of solicitation;
4. reproduce, duplicate, copy, modify, sell, re-sell or exploit any Content or the Sites and Services for any commercial, educational, or any other non-personal purpose or any for any

purpose unrelated to your personal purchasing decisions, without the express written consent of Apartment, which consent may be withheld by Apartment in our sole discretion;

5. post irrelevant Content, repeatedly post the same or similar Content or otherwise impose an unreasonable or disproportionately large load on our infrastructure, interfere or attempt to interfere with the proper working of the Sites and Services or any activities conducted on the Sites and Services;
6. harass, threaten, intimidate, impersonate, or attempt to impersonate, any other person, falsify your contact or other information, misrepresent a relationship with any person or entity, including misrepresenting a relationship with Apartment, or otherwise attempt to mislead others as to the identity of the sender or the origin of a review or rating;
7. knowingly provide or submit false or misleading information;
8. use the Sites and Services if you are under the age of eighteen (18);
9. take any action that would undermine the review and rating process under the Sites and Services;
10. attempt to gain unauthorized access to the Sites and Services, other User accounts, or other computer systems or networks connected to the Sites and Services;
11. use the Sites and Services in any way that could interfere with the rights of Apartment or the rights of other Users of the Sites and Services;
12. attempt to gain unauthorized access to any portion or feature of the Sites and Services, or any other systems or networks connected to the Sites and Services or to any server used by Apartment by hacking, password 'mining' or any other illegitimate or unauthorized means, including attempting to obtain password, account, or any other personal or private information from any other Sites and Services User;
13. sell, share, or otherwise transfer your account Username, password, other information, or your rights or obligations under these Terms of Use;
14. transmit or submit any transmission or other materials that are encrypted or that contains viruses, Trojan horses, worms, time bombs, spiders, cancelbots or other computer programming routines that is likely or intended to damage, interfere with, disrupt, impair, disable or otherwise overburden the Sites and Services;
15. access, download, monitor, or copy any information contained on our Sites and Services through artificial means (including but not limited to use any 'deep-link', 'scraper', 'robot', 'spider' or other automatic device, program, algorithm or methodology, or any similar or equivalent automatic or manual process, or in any way reproduce or circumvent the navigational structure or presentation of the Sites and Services or any content, to obtain or attempt to obtain any Content, materials, documents or information through any means not purposely made available through the Sites and Services; or
16. probe, scan or test the vulnerability of the Sites and Services or any network connected to the Sites and Services, nor breach the security or authentication measures on or of the Sites and Services or any network connected to the Sites and Services. You may not reverse look-up, trace or seek to trace any information on any other User of the Sites and Services, or any other customer of Apartment, including any Apartment account not owned by you, to its source, or exploit the Sites and Services or any service or information made available or offered by or through the Sites and Services, in any way where the purpose is to reveal any information, including but not limited to personal identification or information other than your own information, except as expressly authorized by Apartment and provided for by the Sites and Services.

5. APARTMEND'S SERVICES

When using, accessing, or purchasing particular services or features of the Sites and Services, you shall be subject to any posted agreements, guidelines, or rules applicable to such services or features

that maybe posted from time to time. All such agreements, guidelines, or rules are hereby incorporated by reference into the Terms of Use.

6. REGISTRATION INFORMATION

We may require that you create an account to use or access certain parts of the Sites and Services and use certain products and features. We may require that you provide login information such as a Username and password to access and utilize your account. As a condition of your use of the Sites and Service, you agree to (a) provide Apartmentend with true, accurate, current, and complete information as prompted by the Apartmentend's registration forms, when registering for or using the Sites and Services and (b) update and maintain the truthfulness, accuracy, and completeness of such information. You are responsible for maintaining the confidentiality of any password or other account information not generally available to others and are fully responsible for all activities that occur under your Username and password. While there are limited, legitimate reasons for creating multiple accounts, creating serial or overlapping accounts may result in account termination. Please contact us if you have questions about managing multiple accounts.

7. SUBMITTING CONTENT

As a condition of submitting any Content or other materials to the Sites or Services, you agree that:

1. you grant to Apartmentend a royalty-free, perpetual, irrevocable, worldwide, nonexclusive, transferable, and sublicensable license to use, reproduce, copy, adapt, modify, merge, distribute, publicly display, create derivative works from, and incorporate such Content into other works;
2. you grant to Apartmentend all rights necessary to publish or refrain from publishing your name and address in connection with your Content and/or managed properties, and to sublicense through multiple tiers the Content, and acknowledge that this license cannot be terminated by you once your Content is submitted to the Sites and Services;
3. your name and report information may be made available to the public and to the Service Providers on which you report;
4. you represent that you own or have secured all legal rights necessary for the Content submitted by you to be used by you, Apartmentend, and others as described and otherwise contemplated in these Terms of Use;
5. you represent and warrant that each person identified, depicted, or shown as part of your Content, if any (and if a minor, the parent or guardian of the minor) has provided consent to the use of the Content consistent with these Terms of Use;
6. you are solely responsible for your reviews and ratings;
7. Apartmentend may, in its sole discretion, choose to remove or not to remove reviews and ratings once published;
8. you will not submit any reviews that may be considered by Apartmentend to be infringing, harassing, libelous, abusive, threatening, obscene, profane, hateful, offensive, harmful, vulgar, distasteful, defamatory, or otherwise violates any relevant law or right of any other party, or racially, ethnically or otherwise objectionable;
9. all of your reviews and ratings will either be based upon your actual first-hand experiences with the Service Providers you are reviewing;
10. all of your reviews and ratings of the Service Providers that you are rating will be accurate, honest, truthful, and complete in all respects;
11. you do not work for, own any interest in or serve on the board of directors of, any of the Service Providers for which you submit reviews and ratings; you are not in any way related (by blood, adoption or marriage, if the Service Provider is an individual) to any of the Service Providers for which you submit reviews or ratings;
12. you have not received any form of compensation to post reviews and ratings;

13. you will submit thorough and thoughtful reviews of the Service Providers you review (for example, submitting a review describing a service contractor as “He/she is great” without additional commentary is not a thorough and thoughtful review);
14. you will not submit reviews that comment on other Users or the reviews of other Users;
15. you will not submit reviews with hyperlinks; or
16. the reviews and ratings that you provide do not reflect the views of Apartmend, its officers, managers, owners, employees, agents, designees or other Users.

8. PUBLICATION AND DISTRIBUTION OF CONTENT

Apartmend does not guarantee the accuracy, integrity, quality or appropriateness of any Content transmitted to or through the Service. You acknowledge that Apartmend simply acts as a passive conduit and an interactive computer service provider for the publication and distribution of Content and for the publication and distribution of any Content posted by Service Providers in response to Content (“Service Provider Content”). You understand that all Content and Service Provider Content posted on, transmitted through or linked through the Service, are the sole responsibility of the person from whom such Content originated. You understand that Apartmend does not control and is not responsible for Content or Service Provider Content made available through the Service, and that by using the Service, You may be exposed to Content that is inaccurate, misleading, or offensive. You agree that You must evaluate and make Your own judgment, and bear all risks associated with, the use of any Content and Service Provider Content.

You further acknowledge that Apartmend has no obligation to screen, preview, monitor, or approve any Content or Service Provider Content, or Content posted or submitted by any other Apartmend member or any Service Provider. However, Apartmend reserves the right to review and delete any Content that, in its sole judgment, violates the terms and conditions of this Agreement. By using the Service, You agree that it is solely YOUR RESPONSIBILITY to evaluate Your risks to bear associated with the use, accuracy, usefulness, completeness, or appropriateness of any Content that You submit, receive, access, transmit, or otherwise convey through the Service. Under no circumstances will Apartmend be liable in any way for any Content or Service Provider Content, including, but not limited to, any Content or Service Provider Content that contains any errors, omissions, defamatory statements, or confidential or private information (including, but not limited to, health information) or for any loss or damage of any kind incurred as a result of the use of any Content or Service Provider Content submitted, accessed, transmitted, or otherwise conveyed via the Service. You waive the right to bring or assert any claim against Apartmend relating to Content or Service Provider Content, and release Apartmend from any and all liability for or relating to any Content or Service Provider Content.

You may, however, report Content that you believe violates these Terms of Use or is otherwise unlawful by sending an email to: support@apartmend.com (for copyright complaints, please see below). Please note that you may be liable for damages (including costs and attorneys’ fees) for unlawful misrepresentations. If you are uncertain whether an activity is unlawful, we recommend seeking advice of an attorney.

You agree that Apartmend may establish general practices, policies, and limits, which may or may not be published, concerning the use of the Sites and Services, including without limitation, the time that reviews and ratings will be retained, the maximum number of reviews and ratings that may be sent from an account, the length of reviews and ratings sent, and the maximum number of times and the maximum duration for which you may access the Sites and Services in a given period of time. You agree that Apartmend has no responsibility or liability for the deletion or failure to store any Content or other materials maintained or transmitted by or through the Sites and Services. You agree that Apartmend has the right to change these general practices and limits at any time, in its sole discretion,

with or without notice.

9. SERVICE PROVIDERS

Apartmentend does not endorse and is not responsible or liable for any Content, data, advertising, products, goods, or services available or unavailable from, or through, any third party or Service Provider. You agree that should you use or rely on such Content, data, advertisement, products, goods or services, available or unavailable from, or through any third party or Service Provider, Apartmentend is not responsible or liable, indirectly or directly, for any damage or loss caused or alleged to be caused by or in connection with such use or reliance. Your dealings with, or participation in promotions of any Service Provider and any other terms, conditions, representations or warranties associated with such dealings, are between you and such Service Provider exclusively and do not involve Apartmentend. You should make whatever investigation or other resources that you deem necessary or appropriate before hiring or engaging Service Providers.

Third parties and Service Providers may link or otherwise direct Internet Users to our Sites and Services for the purpose of utilizing one or more of the services we provide on behalf of others. Additionally, we may provide links or otherwise direct you to third party or Service Provider websites. Apartmentend does not control or operate any such third party or Service Provider websites. Any information you provide to these third party or Service Provider websites while on these third party or Service Provider websites is subject to the respective policies of those third parties or Service Providers, and not Apartmentend's policies. It is your responsibility to review such third party or Service Provider policies, including any relevant privacy policies. You agree that Apartmentend will not be responsible or liable for, and does not endorse any content, advertising, goods, or services provided on or through these outside websites or for your use or inability to use such websites. Apartmentend does not make any representations or warranties as to the security of any information (including, without limitation, credit card and other personal information) you might be requested to give to any third party or Service Provider sites. You use these third party or Service Provider websites at your own risk.

You agree that Apartmentend is not responsible for the accessibility or unavailability of any Service Provider or for your interactions and dealings with them, and that you waive the right to bring or assert any claim against Apartmentend relating to any interactions or dealings with any Service Provider, and release Apartmentend from any and all liability for or relating to any interactions or dealings with Service Providers.

Without limiting the foregoing, your correspondence or business dealings with, consumption of products or services of, or participation in promotions of, third parties or Service Providers found on or through these of the Sites and Services, including payment for and delivery or fulfillment of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such third party. You agree that Apartmentend shall not be responsible or liable, directly or indirectly, for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such third parties or Service Providers on the Apartmentend Sites and Services.

10. AD-VIEW DOLLARS REWARDS PROGRAM

Apartmentend® may offer an ad-view dollars reward program, as follows:

1. Unless agreed with us in writing, or as part of the Apartmentend®.com platform pre-registration promotion or as part of another Apartmentend®.com platform promotion, a User's Homeowner / Residents Ad-View Dollars Awards rate will be determined specific to

each property and based on the cost per advertising placed directly on property Users' home pages. Apartmend®.com may have promotions from time to time which offer different rates. Advertising Dollars award rates are subject to change at our discretion.

2. Homeowner / Residents Ad-View Dollars Awards rate payout will be based on a number of factors including the cost per ad, advertiser promotions and discounts, the number of verified Apartmend®.com platform property Users, and the number of registered and verified User Ad click through rates on the Apartmend®.com platform. Homeowner / Residents Advertising Dollars ("AdView Dollars") award rates are calculated based on the number of registered and verified Homeowner/Residents that view a particular advertisement specifically related to content posted on Users' pages and the ad rate for any particular advertisement.

3. All Homeowner / Residents Ad-View Dollars Awards rates are determined net of Apartmend®.com platform costs and expenses. In addition, Apartmend® also has the right to deduct reasonable fees, charges, and other applicable deductions and costs. The amount of costs, expenses, fees, charges and other applicable deductions and costs may vary depending on the manner in which you elect to receive your Advertising Dollars awards, the country, state or territory in which you live, applicable tax requirements, whether you are the primary creator or receiving Advertising Dollars awards based on creators you refer to the Apartmend®.com platform, and other factors such as copyright or other costs related to your content. The advertising and eligible eCommerce affiliate Dollars amounts paid to us related to content you create, or your eligible eCommerce transactions may not be immediately determinable by us. Accordingly, we may also take holdbacks against your Homeowner / Residents Ad-View Dollars Awards until such time as we determine the amount of monies we receive from advertisers and affiliate Dollars.

4. The amount of any Homeowner / Residents Ad-View Dollars Awards will be determined by us in our reasonable discretion, and in some cases may be based on estimates or assumptions which we determine to be fair and reasonable given each individual circumstance. In this regard, due to the payment terms from advertisers and affiliate Dollars, a portion of your Advertising Dollars awards may be held until the final settlement and determination of amounts received by us. We will review this periodically and adjust your Advertising Dollars awards accordingly.
5. If you disable "cookies" on your device, you may not be able to earn Advertising Dollars awards that may use cookies to authenticate the User and verify which Apartmend®.com platform User is eligible for to receive Advertising Dollars awards and the amount of Advertising Dollars award.

6. If other sites are visited before completing a clickthrough ad transaction for a product, goods, or service you offer or recommend, the transaction might be associated with a

service other than the Apartmend®.com platform and you might not earn Advertising Dollars awards from a clickthrough ad transaction.

7. We reserve the right to change the method of calculating award rates from time to time at our sole discretion.
8. We can refuse to allow you to earn Advertising Dollars awards without notice if you seriously or repeatedly violate our Terms of Use or our policies, infringe other people's intellectual property rights, violate laws, create risk or possible legal exposure for us, or where we are otherwise required to do so by law.
9. If you believe that your award amount is incorrect you may contact Apartmend® and ask us to review your award amount. We will review your award amount in good faith and make any adjustment we determine to be appropriate. All decisions are final.
10. Bonuses and Other Rewards: Apartmend® periodically offers promotions, bonuses, or other rewards for registering with the Apartmend®.com platform and/or for referring new Users to the Apartmend®.com platform. If you elect to participate in any promotion, your participation is subject to the program promotional terms. The terms and conditions accompanying such offers will govern how they are earned and paid if the terms and conditions differ from this Homeowner / Residents Ad-View Dollars Awards Program. All bonuses and rewards are subject to review. We have no obligation to continue any promotions and may change the terms or terminate this promotion at any time in our discretion.
11. Homeowner / Residents Ad-View Dollars Awards Redemption Terms
 - 1) Homeowner / Residents Ad-View Dollars Awards are redeemable on a basis of US\$1.00 for each Advertising Dollars award. The minimum Advertising Dollars award redemption amount will be determined by Apartmend® from time to time in our discretion. The minimum Advertising Dollars award redemption amount will initially be 25 Advertising Dollars subject to adjustment upward or downward. Balances below the minimum Advertising Dollars awards will remain in your account until your account reaches the minimum Advertising Dollars award amount and you request payment of awards. All Advertising Dollars awards will be paid in U.S. dollars via Stripe or some other manner as we may make available from time to time, and at our discretion. Gift cards, and other payment methods may also be available. Redemption of Advertising Dollars awards related to a specific ad

campaign may not be requested until that ad campaign is over, i.e. if a campaign lasts 3 months, then the clicks will keep running for 3 months and there will be no payout until that campaign's time frame ends. You should expect that processing of redemptions of Advertising Dollars awards may take time depending on when we receive payment from advertisers and eligible eCommerce affiliate partners, the method of payment you elect, your location, and other factors. Apartmend®.com does not guarantee timely payments at any time, but will always make a reasonable and sincere effort to do so.

- 2) Apartmend® is not responsible for errors made by any company or organization we may use for processing Homeowner / Residents Ad-View Dollars Awards, nor for lost or stolen Homeowner / Residents Ad-View

Dollars Awards redemptions. We are not responsible for Advertising Dollars award redemptions delivered to the wrong address through no fault of ours or for those delivery errors made by Advertising Dollars award redemption partners, like Stripe, or other similar company we may use for award processing. If you request a redemption of your Advertising Dollars awards by check and the check expires without being cashed or deposited, or if it is returned uncashed to us, the Advertising Dollars award amount will be returned to your profile account, where it may be subject to inactive account maintenance charges described in the Account Activity section of this Creator Awards Program, unless you take the proper steps to restore your profile account to active status.

- 3) You will forfeit any unredeemed Homeowner / Residents Ad-View Dollars Awards if: (i) you terminate your account on the Apartmend®.com platform; (ii) your account is determined to be inactive as defined below in the section entitled "Account Activity" or (iii) you do not reach the minimum redemption amount of Advertising Dollars awards in any 18-month period starting on the date you registered on the Apartmend®.com Platform. We will endeavor to provide you notice before Advertising Dollars awards are forfeited. In addition, you may also forfeit your unredeemed Advertising Dollars awards without notice if you seriously or repeatedly violate our Terms of Service or other policies, infringe other people's intellectual property rights, create risk or possible legal exposure for us, or violate law.

12. Gift Cards and Charitable Donations

1. Apartmend® may offer gift cards as a redemption option for your Homeowner / Residents Ad-View Dollars Awards. The minimum gift card amount will be determined by us from time to time in our discretion. The minimum gift card amount will initially be 25 Advertising Dollars, subject to adjustment upward or downward. Gift cards are subject to the terms and conditions of the gift card

processor. Gift cards are also subject to issuance fees. We are not responsible for lost or stolen gift cards.

2. Apartmend® may also offer you the opportunity to donate all or a portion of your account to a charity. The donation amount will be determined by us from time to time in our discretion. The minimum donation amount will initially be 25 Advertising Dollars, subject to adjustment upward or downward. Unless permissible by law, contributions made through the Apartmend®.com platform may not be tax-deductible by you.
 3. Apartmend® is not responsible for errors made by any company or organization we may use for processing gift cards or donations.
13. Transferring Homeowner / Residents Ad-View Dollars Awards to Other Users:
Apartmend® may offer the ability of Users to transfer Homeowner / Residents Ad-View Dollars Awards to other Users on the Apartmend®.com Platform. If we do, transfers are subject to the terms and conditions established by us from time to time. Transfers between accounts are also subject to administrative fees determined by us from time to time.
14. Account Adjustments: In our sole discretion, Apartmend® may deduct Homeowner / Residents Ad-View Dollars Awards from your account to make adjustments for errors, returns, cancellations, or other reasons we determine necessary. Any such adjustments will be made in accordance with our Terms of Use, this Creator Awards Program, any of our applicable policies and any and all applicable laws, rules, and regulations. It is your responsibility to check your profile account regularly to ensure that your Advertising Dollars awards have been properly credited and paid and that your profile account balance is accurate. If you believe that your account is not correct, you must contact us within ninety (90) days of the error. In addition, Apartmend® may make account adjustments that we, in our sole discretion, deem as fraudulent, abusive, suspicious or otherwise inconsistent with our Terms of Use, this Creator Awards Program, any of our other policies, or any applicable law rule or regulation. If you believe that your adjustment is incorrect, you may contact Apartmend® and ask us to review your adjustment. We will review your account in good faith and make any adjustment we determine to be appropriate. All decisions are final. Should you disagree with any adjustments made to your account, your sole remedy is to delete your account on the Apartmend®.com platform.

15. Taxes: You may be taxed on your receipt of awards or other consideration for your participation on the Apartment®.com platform depending on the tax laws of federal, state and local jurisdictions. You will be solely responsible for any and all tax liability arising out of the consideration received in connection with your participation on the Apartment®.com platform.

16. Account Activity: An active Account means you must have engaged in one of the following activities within the past six (6) months: (i) updated your profile page, (ii) posted content to your profile page, (iii) have redeemed accrued Advertising Dollars awards or (iv) have logged in to your Apartment®.com platform account. Except where prohibited by applicable law, if you have not engaged in one of the activities for more than six (6) consecutive months, we reserve the right to (i) deduct all Advertising Dollars awards in your account; (ii) reduce your Advertising Dollars award rate, (iii) charge additional fees to recover the cost of account maintenance and/or (iv) close your account with the Apartment®.com platform and the Apartment®.com platform permanently and cease to maintain your account records and eligibility for any further Advertising Dollars awards or other benefits.

17. Fraudulent Activity:

1. If you register multiple User accounts with the same name, address, email address or other identifying feature, these accounts may be flagged as fraudulent. Any failure to comply with the Apartment® Terms of Use, this Homeowner / Residents Ad-View Dollars Awards Program, or any of our other policies, any fraud or abuse relating to the accrual or receipt of Advertising Dollars awards or benefits, or any misrepresentation of any information furnished to us by you or anyone acting on your behalf may result in the termination of your account and forfeiture of any accrued Advertising Dollars awards and benefits. If we have any reason to suspect fraudulent activity is associated with your account, we reserve the right to delay or withhold Advertising Dollars awards and other benefits. Any suspected or actual cases of fraud activity will be escalated and reviewed in accordance with our fraud process. All decisions are final.

2. We reserve the right to investigate any activity, content posting, transactions, referral activity, or other interaction that we believe, in our sole discretion, is abusing or has abused our Terms of Use, this Homeowner / Residents Ad-View Dollars Awards Program or any of our other policies, infringe other people's intellectual property rights, or we believe violates any applicable law, rule or regulation. We reserve the right to rescind any Advertising Dollars awards

earned, bar further Advertising Dollars awards or other benefits and/or terminate your account on the Apartment®.com platform that we believe, in our sole discretion, violates our Terms of Service, this Creator Awards Program, or any of our other policies, infringe other people's intellectual property rights, or we believe violates any applicable law, rule or regulation, including by engaging in a pattern of abusive or fraudulent activity or by creating multiple User profiles on the Apartment®.com platform.

18. Other Exclusions:

1. As a condition of earning Homeowner / Residents Ad-View Dollars Awards or other benefits, you must: (i) establish and maintain an active account as defined above in the section entitled Account Activity; (ii) provide a valid email address that you own and in which you are able to receive email; (iii) provide a password to protect your account; (iv) provide your physical address and/or your valid payment processing email address for receiving award; (v) be at least 18 years of age; and (vi) provide any other information requested. A single payment processing email address cannot be connected to multiple the Apartment®.com platform User accounts.
2. Additionally, you must not be a resident of a country subject to economic or trade sanctions by the U.S. State Department or U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") or be listed as a "Specially Designated National," a "Specially Designated Global Terrorist," a "Blocked Person" or similar designation under the OFAC sanctions regime. You further agree to provide additional information we may reasonably request to verify your identity as a condition for redeeming Advertising Dollars awards.

Amounts in your account are not transferrable to others, whether by gift, bequeath or otherwise, and you may not enter into any type of arrangement with a third party where that third party receives amounts you have earned. In addition, we reserve the right to withhold, deny, or cancel any Homeowner / Residents Ad-View Dollars Awards or other benefits remaining in your account at the time of your death.

19. Updating This Homeowner / Residents Dollars Awards Program: Apartment® may change this Homeowner / Residents Ad-View Dollars Awards Program at any time. Unless otherwise required by law, we will notify you (for example, through the Apartment®.com platform) at least 10 days before we make changes to your Advertising Dollars award rate and give you an opportunity to review them before they go into effect. You can delete your account if you do not want to agree to the updated Advertising Dollars award rates. However, if you continue to use the Apartment®.com platform once

the updates take effect, you will be bound by the updated Advertising Dollars award rates.

11. TERMINATION

Apartmentend may terminate your privilege to use or access the Sites and Services immediately, with cause, and also upon repeated violations of this Terms of Service. Upon such termination, you must immediately cease accessing or using the Sites and Services and agree not access or make use of, or attempt to use, the Sites and Services. Furthermore, you acknowledge that Apartmentend reserves the right to take action -- technical, legal or otherwise -- to block, nullify, or deny your ability to access the Sites and Services. You understand that Apartmentend may exercise this right in its sole discretion, and this right shall be in addition to and not in substitution for any other rights and remedies available to Apartmentend.

All provisions of these Terms of Use which by their nature should survive termination shall survive the termination of your access to the Sites and Services, including, without limitation, provision regarding ownership, warranty disclaimers, indemnity, and limitations of liability.

You have a right to appeal your removal, and a right to request return to Apartmentend after a reasonable period of time. The decision to reinstate your access to the Sites and Services will be made at Apartmentend's® sole discretion, and any decision made by Apartmentend® regarding reinstatement shall be final.

12. NOTICE FOR CALIFORNIA USERS

Under California Civil Code Section 1789.3, California web Users are entitled to the following specific consumer rights notice: The Services are provided by Apartmentend, LLC, doing business as Apartmentend.com and/or Apartmentend, with a legal business address of Apartmentend, LLC, 8 The Green, Suite A, Dover, DE 19901. If You have any questions, concerns, or complaints regarding the Services, please contact Apartmentend by either emailing to: support@apartmentend.com or sending a letter, first class certified mail, to Apartmentend.com. c/o Apartmentend, LLC, 8 The Green, Suite A, Dover, DE 19901, Attn: Customer Care.

California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (916) 445-1254 or (800) 952-5210 or Hearing Impaired at TDD (800) 326-2297 or TDD (916) 322-1700.

Additionally, in accordance with California law, Apartmentend® takes reasonable steps to protect the privacy and security of its users. By using the Apartmentend® platform, you agree to our Privacy Policy, which outlines the types of information we may collect, how we use it, and under what circumstances we may disclose it. Apartmentend® is not liable for any unauthorized access to your personal information or other data due to factors beyond our control, such as hacking or other criminal activities. It is your responsibility to protect your account information and passwords, and to promptly notify Apartmentend® of any suspected unauthorized use of your account.

13. TRADEMARKS AND COPYRIGHT

Apartmentend, and other Sites and Services graphics, logos, designs, page headers, button icons, scripts,

and service names are the trademarks or trade dress of Apartmentend in the U.S. and/or other countries. These trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, keyword advertisements, or email addresses, or in connection with any product or service in any manner that is likely to cause confusion.

You should assume all Content and material made available on the Sites and Services is protected by copyright law. Aside from User-submitted Content, all other materials and other information on the Sites and Services, including, but not limited to, all text, graphics, logos, icons, images, audio and video clips, downloads, data compilations and software are the exclusive property of Apartmentend and/or its licensors and are protected by all United States and international copyright laws.

Companies and other third parties that wish to use Apartmentend®'s trademarks, trade dress, or copyrighted materials on the platform or in conjunction with their products or services must obtain written permission from Apartmentend®. By granting such permission, Apartmentend® does not waive any rights to the trademarks, trade dress, or copyrighted materials, and retains the right to revoke permission at any time in its sole discretion. Unauthorized use of Apartmentend®'s trademarks, trade dress, or copyrighted materials may result in legal action.

Apartmentend® is not liable for any infringement of intellectual property rights, including copyrights, trademarks, or trade dress, by Users or third parties on the platform. Users are responsible for ensuring that their submitted Content does not violate any intellectual property

rights, and agree to indemnify and hold harmless Apartmentend® for any claims arising from their Content

14. NOTICES

You agree that Apartmentend may communicate any notices to You under these Terms of Use, through electronic mail, regular mail or posting the notices on the Site. All notices to Apartmentend will be provided by sending a letter, first class certified mail, to Apartmentend, LLC, doing business as Apartmentend.com, 8 TheGreen, Suite A, Dover, DE 19901, Attn: Customer Care. Such notices will be deemed delivered upon the earlier of the verification of delivery or two (2) business days after being sent.

In accordance with the Digital Millennium Copyright Act of 1998, Title 17 of the United States Code, Section 512 (“DMCA”), Apartmentend will respond promptly to claims of copyright or trademark infringement that are reported to the agent that we have designated to receive notifications of claims infringement (its “Designated Agent”). Our Designated Agent is:

Apartmentend, LLC, doing business as Apartmentend.com

TheGreen, Suite A

Dover, DE 19901

[support@Apartmentend.c](mailto:support@Apartmentend.com)

[om](mailto:support@Apartmentend.com)

If You are a copyright or trademark owner (or authorized to act on behalf of the copyright or trademark owner) and believe that Your work's copyright or trademark has been infringed, please report Your

notice of infringement to us by providing our Designated Agent with a written notification of claimed infringement that includes substantially the following:

1. a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. identification of the copyrighted work or trademark claimed to have been infringed, or, if multiple copyrighted works or trademarks at a single online site are covered by a single notification, a representative list of such works at that site;
3. identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. information reasonably sufficient to permit us to contact You, such as an address, telephone number, and, if available, an electronic mail address at which You may be contacted;
5. a statement that You have a good faith belief that use of the material in the manner complained of is not authorized by the copyright or trademark owner, its agent, or the law; and
6. a statement that the information in the notification is accurate, and under penalty of perjury, that You are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Apartmentend will investigate notices of copyright and trademark infringement and take appropriate actions under the DMCA. Inquiries that do not follow this procedure may not receive a response.

15. DELAYS AND ACCESSIBILITY

The Sites and Services may be subject to limitations, delays, failure, and other problems inherent in the use of the Internet and electronic communications. Apartmentend is not responsible for any delays, failures or other damage resulting from such problems.

16. USER FEEDBACK

Apartmentend appreciates hearing from you, as well as our other Users, and welcomes your comments regarding our Sites and Services. Please be advised, however, that our policy does not permit us to accept or consider creative ideas, suggestions, or materials other than those which we have specifically requested. Although we do value your feedback on our Sites and Services, please be specific in your comments regarding our services and do not submit creative ideas, suggestions, or materials. If, despite our request, you send us creative suggestions, ideas, drawings, concepts or other information (collectively, the "Submissions"), such Submissions will be the property of Apartmentend. In addition, none of the Submissions will be subject to any obligations of confidentiality and Apartmentend will not be liable for any future use or disclosure of such Submissions.

17. ADVERTISERS

All Advertisers acknowledge that, as with any general advertising platform, no guarantees can be made regarding guaranteed results. Although Apartmentend® will make efforts to help ensure your advertisements on Apartmentend® are successful, you agree to post advertisements on an 'as is' basis, without any guarantee of results or performance. You understand that any ads posted may be removed at any time, for any reason, at Apartmentend®'s sole discretion, with no expectation of a refund.

In particular, should Apartmend® deem your ads to violate this Terms of Service, applicable laws, regulations, or general bounds of human decency, Apartmend® reserves the right to immediately remove your advertisements and may take any further action, including but not limited to, suspending or terminating your access to the platform or pursuing legal remedies.

You agree to indemnify and hold harmless Apartmend®, its affiliates, and their respective officers, directors, employees, and agents from any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your advertisements or any breach of these Terms of Service or applicable laws and regulations.

18. WARRANTIES AND DISCLAIMERS

You acknowledge that Apartmend® has no control over, and no duty to take any action regarding: which Users gain access to or use the Sites and Services; the effects that content on or in connection with the Sites and Services may have on you; your interpretation or use of the content on or in connection with the Sites and Services; or actions you may take as a result of exposure to the content on or in connection with the Sites and Services.

You release Apartmend® from all liability for you having acquired or not acquired content or information through the Sites and Services.

The Sites and Services may contain, or direct you to sites containing, information that some people may find offensive or inappropriate. Apartmend® makes no representations concerning any content contained in or accessed through the Sites and Services, and Apartmend® will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Sites and Services. Apartmend® makes no guarantee or warranty, express or implied, as to the reliability, accuracy, timeliness, or completeness of that information and assumes no responsibility for any errors or omissions therein.

YOU ACCESS AND USE THE SITES AND SERVICES AT YOUR OWN RISK. THE SITES AND SERVICES ARE PROVIDED ON AN 'AS IS, AS AVAILABLE' BASIS WITHOUT WARRANTY OF ANY KIND, AND ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT ARE SPECIFICALLY DISCLAIMED. NEITHER APARTMEND® NOR ITS AFFILIATES, EMPLOYEES, AGENTS, OR THIRD-PARTY CONTENT PROVIDERS SHALL BE LIABLE FOR ANY LOSS RESULTING FROM USE OR UNAVAILABILITY OF INFORMATION OR CONTENT ON OR IN CONNECTION WITH THE SITES AND SERVICES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOSS OR DAMAGE TO DATA, OR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, COMPENSATORY, OR INCIDENTAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS DISCLAIMER APPLIES TO ANY DAMAGE OR INJURY RESULTING FROM NEGLIGENCE OR OMISSION OF APARTMEND®, COMPUTER VIRUS OR OTHER SIMILAR ITEM, TELECOMMUNICATIONS ERRORS,

UNAUTHORIZED ACCESS TO OR USE OF USER INFORMATION THROUGH THEFT OR ANY OTHER MEANS, OR ANY OTHER CAUSE BEYOND APARTMEND'S REASONABLE CONTROL. WE ARE NOT LIABLE FOR CRIMINAL, TORTIOUS, OR NEGLIGENT ACTIONS OR OMISSIONS OF THIRD PARTIES THAT AFFECT THE SITES AND SERVICES. IN NO EVENT WILL APARTMEND® OR ANY OF ITS DIRECTORS, OFFICERS, AFFILIATES, AGENTS, EMPLOYEES, ASSIGNS, OR THIRD-PARTY CONTENT PROVIDERS BE HELD LIABLE FOR ANY TORTIOUS OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES.

ANY MATERIAL ACCESSED, DOWNLOADED, OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITES AND SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK, AND 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. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM APARTMEND® OR THROUGH OR FROM THE SITES AND/OR SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE TERMS, APARTMEND® DOES NOT REPRESENT OR WARRANT THAT (I) THE SITES AND/OR SERVICES WILL MEET YOUR REQUIREMENTS, (II) THE SITES AND/OR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY

BE OBTAINED FROM THE USE OF THE SITES AND/OR SERVICES WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITES WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. YOU AGREE THAT FROM TIME TO TIME WE MAY REMOVE THE SERVICE FOR INDEFINITE PERIODS OF TIME OR CANCEL THE SERVICE AT ANY TIME WITHOUT NOTICE TO YOU.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSION OF IMPLIED WARRANTIES MAY NOT APPLY TO YOU. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, APARTMEND'S® LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

APARTMEND® SHALL USE REASONABLE EFFORTS TO PROTECT INFORMATION SUBMITTED BY YOU IN CONNECTION WITH THE SERVICES, BUT YOU ACKNOWLEDGE AND AGREE THAT YOUR SUBMISSION OF SUCH INFORMATION IS AT YOUR SOLE RISK, AND APARTMEND® HEREBY DISCLAIMS ANY AND ALL LIABILITY TO YOU FOR ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.

Apartment® has no control over and no duty to take any action regarding: other Users' behavior; the effects Content may have on you; how you may interpret or use Content; or what actions you may take as a result of having been exposed to Content. You release Apartment® from all liability for you having acquired or not acquired Content through the Sites and Services. Apartment® makes no representations concerning any Content, including the accuracy thereof, contained in or accessed through the Sites and Services, and Apartment® will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Sites and Services.

The Sites and Services may display links to other Internet sites or resources. Because Apartment® has no control over such sites and resources, you acknowledge and agree that Apartment® is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources.

You further acknowledge and agree that Apartment® shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, or services available on or through any such site or resource.

You agree to indemnify and hold harmless Apartment®, its affiliates, officers, directors, employees, agents, and representatives from any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to your use or misuse of the Sites and Services, your breach of these Terms of Service, or your violation of any rights of any third party.

Apartment® reserves the right to assume the exclusive defense and control of any matter for which you are required to indemnify Apartment®, and you agree to cooperate with Apartment®'s defense of these claims. You agree not to settle any matter without the prior written consent of Apartment®. Apartment® will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

These Terms of Service shall be governed by and construed in accordance with the laws of the State of Nevada, excluding its conflicts of law rules. Any legal action or proceeding arising under these Terms of Service will be brought exclusively in the federal or state courts located in Washoe County, Nevada, and you hereby irrevocably consent to the personal jurisdiction and venue therein.

You agree that any claim or cause of action arising out of or related to the use of the Sites and Services or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred.

If any provision of these Terms of Service is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Service and shall not affect the validity and enforceability of any remaining provisions. No waiver of any of

these Terms of Service shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

These Terms of Service, together with the Privacy Policy and any other legal notices published by Apartmend® on the Sites and Services, shall constitute the entire agreement between you and Apartmend® concerning the Sites and Services. In the event of any conflict between these Terms of Service and any other legal notice published by Apartmend® on the Sites and Services, these Terms of Service shall control.

Apartmend® reserves the right to modify, update, or otherwise change these Terms of Service at any time, and your continued use of the Sites and Services after such changes are posted constitutes your acceptance of such changes. You should review these Terms of Service periodically for any such changes.

If you have any questions or concerns regarding these Terms of Service, please contact us at support@apartmend.com.

19. INDEMNITY

You agree to indemnify, defend and hold harmless Apartmend, its officers, managers, owners, employees, agents, designees, Users, successors, assigns, service providers and suppliers from and against all losses, liabilities, expenses, damages, claims, demands and costs, including reasonable attorneys' fees and court costs due to or arising from: (a) any violation of these Terms of Use by you; (b) the inaccurate or untruthful Content or other information provided by you to Apartmend or that you submit, transmit or otherwise make available through the Service; or (c) any intentional or willful violation of any rights of another or harm you may have caused to another. Apartmend will have sole control of the defense of any such damage or claim.

20. LIMITATIONS OF LIABILITY

You expressly understand and agree that Apartmend® will not be liable for any direct, indirect, incidental, special, punitive, compensatory, consequential, or exemplary damages (even if Apartmend® has been advised of the possibility of such damages) (collectively, "Damages"), resulting from: (a) the use or inability to use the Sites and Services; (b) the cost of any goods and/or services purchased or obtained as a result of the use of the Sites and Services; (c) disclosure of, unauthorized access to, or alteration of your information or content; (d) content you submit, receive, access, transmit, or otherwise convey through the Sites and Services; (e) statements or conduct of any service providers or other third parties through the Sites and Services; or (f) any other matter relating to the Sites and Services. These limitations shall apply to the fullest extent permitted by law. In some jurisdictions, limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitations may not apply to you.

You understand and agree that your access to the content on the Sites and Services represents a substantial portion of the value you receive from your Apartmend® membership fee, if applicable. Therefore, to the extent Apartmend® is found liable for anything related to these

Terms of Service or the use of the Sites and Services, Apartmend®'s liability for damages will not exceed the equivalent of one (1) month of your membership fee (i.e., the amount of your annual membership fee divided by twelve).

You expressly acknowledge and agree that Apartmend® contracts with a third party to process your payment of membership fees to Apartmend® through the use of a credit card (a "Credit Card Processor"). You understand and agree that neither a Credit Card Processor nor any other party involved in the credit card processing process for Apartmend®, including, but not limited to, the company issuing the credit card to you and the merchant bank (collectively, the "Released Parties"), shall be liable for any damages (as defined herein and subject to the limitations set forth in this section) suffered by you as a result of the failure of Apartmend® to provide services to you under these Terms of Service or any breach of these Terms of Service by Apartmend®. You hereby release each of the Released Parties from any and all damages you may suffer as a result of the failure of Apartmend® to provide services to you under these Terms of Service or any breach of these Terms of Service by Apartmend®. You agree to indemnify and hold harmless each of the Released Parties for any and all damages it may suffer as a result of your breach of this section. You hereby understand and agree that Apartmend® shall be solely liable for the payment of any damages to you under these Terms of Service.

Note: You agree to make every reasonable effort to cancel your membership (if applicable) prior to filing a complaint with your bank and/or any third-party payment processor. Apartmend® will make every reasonable attempt to cancel your membership upon receipt of your request.

21. BREACH OF TERMS OF USE AND LIQUIDATED DAMAGES

You understand that the content in each report or record on Apartmend® has significant value to Apartmend® and that the damage caused to Apartmend® for any violation of these Terms of Use pertaining to a report or record will be difficult to accurately estimate. Thus, you shall be liable to pay us the following amounts as liquidated damages, and you agree that the liquidated damages are a reasonable estimate of Apartmend's® damages for the specified breaches of these Terms of Use:

If you post Content in violation of these Terms of Use, Apartmend® reserves the right to request prompt payment to Apartmend® in the amount of One Thousand Dollars (\$1,000) for each item of Content posted in violation of these Terms of Use. We may (but shall not be required to) to issue you a warning before assessing damages.

If you display, copy, duplicate, reproduce, sell, re-sell, or exploit for any purpose any Content in violation of these Terms of Use, Apartmend® reserves the right to request prompt payment to Apartmend® in the amount of One Hundred Dollars (\$100) for each record or report that you displayed, copied, duplicated, reproduced, sold, re-sold, or exploited for any purpose.

If you use computer programming routines that are intended to aggregate records or reports from the Sites and Services or otherwise damage, interfere with, disrupt, impair, disable, or

otherwise overburden the Sites and Services, you agree to pay One Hundred Dollars (\$100) for each report or record that is aggregated, disrupted, damaged, or otherwise affected by you.

Except as set forth in the foregoing subparagraphs (a) through (c), inclusive, you agree to pay the actual damages suffered by Apartmend®, including, but not limited to attorneys' fees and court costs, to the extent such actual damages can be reasonably calculated. Notwithstanding any other provision of these Terms of Use, we reserve the right to seek the remedy of specific performance of any term contained herein, or a preliminary or permanent injunction against the breach of any such term or in aid of the exercise of any power granted in these Terms of Use, or any combination thereof.

22. MUTUAL ARBITRATION AGREEMENT

Informal Negotiations. To expedite the resolution and reduce the cost of any dispute, controversy, or claim, past, present, or future, between you and Apartmend®, including, without limitation, any dispute or claim related to or arising out of this Agreement ("Dispute"), you and Apartmend® may attempt to negotiate any Dispute informally (the "Informal Negotiations") before initiating any arbitration or court proceeding. Such Informal Negotiations will commence upon written notice. Your address for any notices under this Section is your physical address that you have provided to Apartmend®. Apartmend's® address for such notices is: Apartmend®, Inc., d/b/a Apartmend®, 401 Ryland Street, Ste 200-A, Reno, NV, 89502.

Arbitration. If a Dispute is not resolved through Informal Negotiations, you and Apartmend® agree to resolve any and all Disputes (except those Disputes expressly excluded below) through final and binding arbitration ("Arbitration Agreement"). This Arbitration Agreement shall be governed by the Federal Arbitration Act and evidences a transaction involving commerce. The arbitration will be commenced and conducted before a single arbitrator under the Commercial Arbitration Rules (the "AAA Rules") of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer-Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website (www.adr.org). Your arbitration fees and your share of arbitrator compensation will be governed by the AAA Rules (and, where appropriate, limited by the AAA Consumer Rules). If you are unable to pay such costs, Apartmend® will pay all arbitration fees and expenses. However, to the maximum extent permitted by law, you agree to reimburse Apartmend® for any fees and expenses if the arbitrator determines that the claims or defenses you asserted in the arbitration are frivolous or asserted for an improper purpose. Each party will pay the fees for his/her or its own attorneys, subject to any remedies to which that party may later be entitled under applicable law. The arbitrator will make a decision in writing. Additionally, the arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement. However, the preceding sentence shall not apply to the "Class Action Waiver" described in Subsection (4) below.

Excluded Disputes. You and Apartmend® agree that the following Disputes are excluded from this Arbitration Agreement: (1) any Dispute seeking to enforce or protect, or concerning the validity of, any of your or our intellectual property rights; (2) individual claims in small claims court; (3) any claim that an applicable federal statute expressly states cannot be arbitrated; and (4) any claim for injunctive relief.

WAIVER OF RIGHT TO BE A PLAINTIFF OR CLASS MEMBER IN A CLASS ACTION. To the fullest extent permitted by applicable law, You and Apartmend® agree to bring any Dispute in arbitration on an individual basis only, and not as a class or collective action. There will be no right or authority for any Dispute to be brought, heard, or arbitrated as a class or collective action ("Class Action Waiver"). Regardless of anything else in this Arbitration Agreement and/or the applicable AAA Rules or AAA Consumer Rules, the interpretation, applicability, enforceability, or formation of the Class Action.

23. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without giving effect to any choice or conflict of law provision or rule (either of the State of Nevada or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Nevada.

24. MISCELLANEOUS

If you breach any term of these Terms of Use or any other agreement with Apartmend®, Apartmend® may pursue any legal or equitable remedy available, including, but not limited to, direct, consequential, and punitive damages and injunctive relief. Apartmend's® remedies are cumulative and not exclusive. Failure of Apartmend® to exercise any remedy or enforce any portion of the Terms of Use at any time shall not operate as a waiver of any remedy or of the right to enforce any portion of the Agreement at any time thereafter.

In the event that any provision of the Terms of Use is found to be unenforceable or invalid, such provision shall be limited or eliminated to the minimum extent necessary so that the Terms shall remain in full force and effect and be enforceable.

These Terms of Use are not assignable, transferable, or sublicensable by you without Apartmend's® prior written consent. Apartmend® may transfer, assign or delegate these Terms of Use and its rights and obligations without consent.

You are responsible for complying with all applicable regulations and laws when using the Sites and Services.

No joint venture, partnership, employment, or agency relationship exists between you and Apartmend® as a result of these Terms of Use or use of the Sites and Services.

You acknowledge and agree that each of the Released Parties shall be an intended third-party beneficiary of these Terms of Use and shall be entitled to enforce these Terms of Use against you.

25. ENTIRE AGREEMENT

These Terms of Use, along with any other agreements, rules, and policies referenced herein, including but not limited to the Privacy Policy, constitute the entire agreement between you and Apartmentd®. Any prior or contemporaneous negotiations, discussions, or agreements, whether written or oral, between you and Apartmentd® regarding the subject matter contained in these Terms of Use are superseded. You acknowledge and agree that additional terms and conditions may exist between you and third parties, including but not limited to, Service Providers and others. You represent and warrant that those third-party agreements do not conflict with your obligations and duties to Apartmentd® under these Terms of Use.