

Terms of Use

Introduction

These Terms govern the use of this Website and any related agreement or legal relationship with the Owner in a legally binding way. The User must read this document carefully.

This Website is provided by:

- Ziprent
- Owner contact email: manager@ziprent.com

Please note that some provisions in these Terms may only apply to certain categories of Users. In particular, certain provisions may only apply to Consumers or to those Users that do not qualify as Consumers. Such limitations are always explicitly mentioned within each affected clause. In the absence of any such mention, clauses apply to all Users.

Acceptance of the Terms of Use

Ziprent, Inc. (“Ziprent”, “Owner”, “we” or “us”) operates this website, including any subdomains, mobile applications, or other extensions (collectively, the “Website”). The Website is offered and available only to users who are 18 years of age or older and who reside in the United States or any of its territories or possessions (“User”). By using or accessing the Website, (1) you represent and warrant that you are of legal age to form a binding contract and meet the foregoing eligibility requirements and (2) you agree to these Terms of Use (the “Terms”). If you do not meet all of the foregoing requirements or if you do not agree to the Terms, then you must not access or use the Website and you are not authorized to do so.

Please read the Terms carefully before using the Website. We may change the Terms from time to time in our sole discretion by posting revised terms to the Website. Any change to the Terms will be effective immediately upon posting to the Website and will apply to all access to and use of the Website thereafter. Your use of the Website following the posting of revised Terms constitutes your acceptance of the revised Terms. You are expected to review the Terms from time to time to ensure that you are aware of any changes, as the Terms are binding on you whether or not you have read them.

About the Website and Ziprent’s Role

The Website provides users with content, functionality, and services related to managing, leasing, or renting real property, including vacancy marketing, rental applications, tenant screening, repair coordination between tenant and landlord, tenant turn-overs, and

payment processing. The Website may be used by tenants or prospective tenants (which are referred to herein as “tenants”) to, among other things, apply for a property, obtain renter’s insurance, and make or receive payments, and by landlords, property managers, or their agents (which are referred to herein as “landlords”) to, among other things, market properties, receive applications, screen applicants, and make or receive payments. We may facilitate transactions between users of the Website (referred to herein as “users”) and between users and others. However, we are not a party to any transactions, contracts, or agreements between users or between any user and any third party, even if the transaction is facilitated by the Website. We are a property manager/broker for the owner of the rental property. Tenants may use the Website to obtain renter’s insurance, but we are not an insurer or an insurance agency. Further, while we may provide general information about the rights and obligations of landlords and tenants, as well as forms or template documents, including contracts such as lease agreements or rental agreements, we are not lawyers and do not provide legal advice of any kind. Users should consult legal counsel before entering into any contracts.

Accessing the Website

To access the Website or some of the features or resources it offers, you may be asked to provide certain information or registration details. It is a condition of your use of the Website that all of the information that you provide through the Website is correct, current, and complete. By providing a phone number, you agree that Ziprent may contact you at this number. Your carrier’s normal phone rates may apply. You agree that all information that you provide through the Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our Privacy Policy, and you consent to all actions that we take with respect to your information consistent with our Privacy Policy.

You must treat any username, password, or other credentials used to access the Website or any of its features or functionality as confidential, and you must not share such information with anyone else unless you have added an authorized admin user to your account. In such event, you hereby give consent to allow an authorized admin user to gain nearly complete access to your account, including information, messages, rent payments, financial and banking information. The authorized admin user will not be able to change features in your account such as the owner’s email, phone number or name. The authorized admin user will also not have the ability to change your notification preferences. Your account is personal to you and you will be responsible for any use of the Website by any person using your username, password, or credentials. You agree to notify us immediately of any unauthorized access to or use of your username, password, or credentials, or any other breach of security. You must ensure that you exit from your

account at the end of each session and you should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of the Terms.

We reserve the right to withdraw or amend the Website, and any functionality, service, or material provided through the Website, in our sole discretion and without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to all or any portion of the Website in our sole discretion.

Electronic Communications

When you use the Website, you consent to transact business with us electronically. As part of this consent, you agree to receive all communications, documents, notices, disclosures, contracts and agreements related to your use of our Website electronically. This includes your consent to receive IRS Form 1099 electronic statements from us if you use our rental payments feature. We will provide all forms and communications to you electronically via email to the email address you provided. Your consent will remain in effect for so long as you are a user of our Website and thereafter until such time as you have ceased being a user and all information relative to your transactions that occurred while you were a user have been sent. Once a Form 1099 is electronically sent, you will receive a notice via email. You may wish to download the 1099 to your files and/or print it out. You will need this form to complete your tax return. We will keep all electronic 1099's in your account until October 15 of the following tax year. If you wish to opt out of receiving Form 1099's electronically, you have a right to request that paper copies be mailed to you. If you wish to receive paper copies of IRS Form 1099, please contact manager@ziprent.com to indicate this choice. You may update your personal information, entity information and email at any time by going to the account section of your account and changing your preferences.

Use of the Website

You may use the Website only for lawful purposes and in accordance with the Terms. You agree not to use the Website:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or

software to and from the US or other countries).

- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material except as explicitly permitted, including any “junk mail”, “chain letter” or “spam” or any other similar solicitation.
- To impersonate or attempt to impersonate any person, including us or any of our employees, another user, or any other person (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by us, may harm us or any users or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any users use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

Content on this Website

Unless where otherwise specified or clearly recognizable, all content available on this Website is owned or provided by the Owner or its licensors. The Owner undertakes its utmost effort to ensure that the content provided on this Website infringes no applicable legal provisions or third-party rights. However, it may not always be possible to achieve

such a result. In such cases, without prejudice to any legal prerogatives of Users to enforce their rights, Users are kindly asked to preferably report related complaints using the contact details provided in this document.

Rights regarding content on this Website - All rights reserved

The Owner holds and reserves all intellectual property rights for any such content. Users may not, therefore, use such content in any way that is not necessary or implicit in the proper use of the Service. In particular, but without limitation, Users may not copy, download, share (beyond the limits set forth below), modify, translate, transform, publish, transmit, sell, sublicense, edit, transfer/assign to third parties or create derivative works from the content available on this Website, nor allow any third party to do so through the User or their device, even without the User's knowledge.

Where explicitly stated on this Website, the User may download, copy and/or share some content available through this Website for its sole personal and non-commercial use and provided that the copyright attributions and all the other attributions requested by the Owner are correctly implemented. Any applicable statutory limitation or exception to copyright shall stay unaffected.

Access to external resources

Through this Website Users may have access to external resources provided by third parties. Users acknowledge and accept that the Owner has no control over such resources and is therefore not responsible for their content and availability. Conditions applicable to any resources provided by third parties, including those applicable to any possible grant of rights in content, result from each third party's terms and conditions or, in the absence thereof, from applicable statutory law.

Acceptable Use

You agree to use the website only for lawful purposes and in accordance with these Terms, and you acknowledge that your failure to do so may subject you to civil and criminal liability. You are solely responsible for all of your activities on and concerning the Website, including any content you post, transmit, or otherwise make available through the Website.

User Content

We may permit users to post, upload, transmit, or otherwise make available through the Website (collectively, "submit") content, including messages, text, comments, images, graphics, photos, illustrations, sounds, music, videos, information, files, and/or other

materials (“User Content”). Subject to the rights and license you grant herein, you retain all right, title, and interest in and to your User Content. We do not guarantee the confidentiality or protection of any User Content submitted to the Website. It is your responsibility to monitor and protect any intellectual property rights that you may have in your User Content, and we do not accept any responsibility for the same. We have the right, but not the obligation, to monitor User Content, and we may, in our sole discretion and for any reason whatsoever, edit, refuse to post, remove, or disable access to, any User Content.

You are responsible for any User Content that you submit. You must ensure that such User Content is safe, complies with all applicable laws and the Terms, and does not violate the rights of any third party. You agree that you will not submit any User Content that:

- Violates or infringes in any way upon the rights of others, including, but not limited to, any copyright, trademark, patent, trade secret, moral right, or other intellectual property or proprietary right of any person or entity.
- Is threatening, abusive, libelous, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, pornographic, or otherwise objectionable, or otherwise violates any applicable law.
- Encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any law.
- Contains instructions or advice that could cause harm or injury.
- Is false or misleading or gives the impression that it emanates from or is endorsed by us or any other person if that is not the case.

By submitting User Content, you

- Represent and warrant that you own or have sufficient rights in such User Content to grant the rights and licenses granted by you in the Terms and that such User Content complies with the Terms.
- Grant to us a worldwide, royalty-free, perpetual, irrevocable, non-exclusive, fully sublicensable, and transferable right and license to use, reproduce, distribute, create derivative works based upon (including, without limitation, translations), publicly display, publicly perform, transmit, and publish the User Content (in whole or in part) as we, in our sole discretion, deem appropriate including, without limitation, in connection with our business and in connection with the businesses of our affiliates, licensees, assignees, successors, parents, subsidiaries, and their related companies. Such right and license includes the right, but not the obligation, to use any and all names, identities, titles, likenesses, distinctive appearances, physical likenesses, images, portraits, pictures, photographs (whether still or moving), screen personas,

voices, vocal styles, statements, gestures, mannerisms, personalities, performance characteristics, biographical data, signatures, and any other indicia or imitations of identity or likeness listed, provided, referenced, or otherwise contained in the User Content, including, without limitation, your name and geographical location (e.g., “Greg O. – Denver, CO”), for purposes of advertising and trade, in any format, medium, or technology now known or later developed without further notice, approval, or compensation, unless prohibited by law.

- Grant other users permission to access your User Content and to use, reproduce, distribute, create derivative works based upon, publicly display, publicly perform, transmit, and publish such User Content for personal, non-commercial use as permitted by the functionality of the Website and these Terms.
- Acknowledge and agree that we may preserve User Content and may also disclose User Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms; (c) respond to claims that any User Content violates the rights of third parties; or (d) protect the rights, property, or personal safety of us, our users, or the public.

Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

The Website may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by us, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect our opinion. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

We may, but are not obligated to, verify user identities. We are not responsible for determining the identity or verifying the credentials of anyone using the Website. You acknowledge that access to some or all of the Website and certain features may be restricted to registered users and you agree to take sole responsibility for any activities

or actions that occur under your account, whether or not you have authorized such activities or actions.

Interactive Services

We may from time to time provide interactive services on the Website, including, without limitation:

- Applicant screening
- Lease preparation
- Rent payments
- Chat rooms.
- Message boards.
- Web pages.
- Other interactive features

Where we do provide any interactive services, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We are not responsible for and disclaim all liability related to any content shared between users or otherwise resulting from or taking place through any interactive services. We assume no responsibility for screening, monitoring, or filtering user-generated content, nor do we approve, endorse, or recommend any user. **YOU ARE PROVIDING EXPRESS PERMISSION FOR US TO COLLECT ALL SUCH INFORMATION AND TO PROVIDE IT TO THIRD PARTIES IN ACCORDANCE WITH OUR PRIVACY POLICY.**

Ziprent Text Messaging (SMS) Service

The Ziprent Text Messaging (SMS) Service (“SMS Service”) is available to U.S. residents only.

By providing your phone number to us, you consent to receive SMS messages from us. You agree that we may send you messages concerning your account and the Website. These messages may include operational messages about your use of the Website or marketing messages. You will be given the opportunity to opt out of receiving marketing SMS messages from us.

You acknowledge that you are not required to consent to receive marketing messages as a condition of using the Website or the SMS Service. You may opt out of receiving marketing SMS messages at any time by following the instructions provided in the

message.

Users can opt out or cancel the messaging service at any time by just texting “STOP” to the short code. After we receive your “STOP” message, we will send you a text message to confirm that you have unsubscribed. After this, you will no longer receive text messages from that program.

By opting in to use Ziprent and the associated service, you consent to receive text messages and acknowledge that message and data rates may apply for any messages sent to you from us and to us from you. You will receive messages from us when triggered by the applicable action. Currently, we are not sending out any recurring messages.

Financial Data

Some features of the Website may rely on services provided by third-party service providers. For example, we use Plaid to gather your financial institution data. By using the Website, you grant us and Plaid the right, power, and authority to act on your behalf to access and transmit your personal and financial information from the relevant financial institution. You agree to your personal and financial information being transferred, stored, and processed by Plaid in accordance with their Privacy Policy.

Payment Transactions

For any payment transactions, including but not limited to, payments to us, rent payments, and any other transaction, you agree to the terms of our third-party payment processor. Currently, we use ACH.com (“ACH.com”) to process these transactions. By using the Website to engage in payment transactions, you agree to your payment information being processed by either cash, check or money order or ACH.com in accordance with the ACH.com Services Agreement and Privacy Policy. You hereby consent to the collection and use of your financial information (including, without limitation, bank account information) necessary to complete any transactions on the Website.

If you are a landlord, you agree to pay all fees associated with any transactions you engage in on the Website. We reserve the right to charge you for any transactions that you initiate on the Website. All fees will be disclosed to you prior to your initiation of the transaction.

If you are a tenant, you are responsible for paying your rent in accordance with the terms of your lease agreement with your landlord. We are not responsible for any disputes

between you and your landlord regarding rent payments.

If you have a dispute with any other user of the Website regarding a transaction, you agree to resolve the dispute directly with the other user. We are not responsible for resolving any disputes between users.

Credit Reporting and Background Checks

Landlords may use the Website to obtain credit reports and/or background checks on tenants or prospective tenants. By using the Website, you agree to our Terms of Use and Privacy Policy, as well as our credit reporting agency Terms of Use <https://crscreditapi.com/terms-and-conditions/> and you expressly consent to the obtaining and use of your credit report and/or background check information as described herein.

If you are a landlord, you agree to comply with all applicable laws, including the Fair Credit Reporting Act (FCRA), in connection with your use of any credit report or background check information obtained through the Website. You agree to use such information only for the purpose of evaluating a tenant or prospective tenant for a lease or rental agreement. You agree to keep such information confidential and to destroy it when it is no longer needed for such purpose. You are solely responsible for ensuring that your use of any credit report or background check information obtained through the Website complies with all applicable laws.

If you are a tenant or prospective tenant, you acknowledge that landlords may obtain credit reports and/or background checks on you through the Website. You hereby consent to the obtaining and use of your credit report and/or background check information for the purpose of evaluating your application for a lease or rental agreement. You have the right to review any credit report or background check information obtained by a landlord through the Website and to dispute the accuracy of any such information by contacting mydata@ziprent.com or by contacting the credit bureau directly. You must provide the following information as part of any dispute of information provided by Ziprent and/or Ziprent Credit Builder: (a) your name and contact information; (b) the address of the property for which we are reporting rent payments through Credit Builder; and (c) a brief description of the disputed information. You hereby represent and warrant that all information submitted to the Website pursuant to any dispute is truthful and accurate.

If you are a tenant, you acknowledge that landlords may report your rent payments to credit bureaus through the Website. You have the right to dispute the accuracy of any

rent payment information reported by a landlord.

We are not a credit bureau and do not control the content of credit reports (except to the limited extent described above with respect to opt-in rental payment reporting), including reports obtained through the website. We are NOT responsible for the content of any credit report or background check report or any credit score, whether correct or incorrect. Credit reports and background check reports can contain information that is incorrect, incomplete or not up to date, and reports are not a substitute for carefully reviewing and independently verifying all information contained in a rental application and interviewing a prospective tenant. If you believe that any background check report is inaccurate or incomplete, you have the right to dispute it. To dispute the content of your credit report or background check report, please contact us via email at mydata@ziprent.com. To dispute the content of your credit report or background check report, please contact Creditapi via email at support@crscreditapi.com or by phone at 1-866-806-6434.

Payment Transactions.

You may use the Website to make or receive payments. We are not a party to payment transactions between users (e.g., between tenants and landlords), we never take custody of money transferred between users, and we are not responsible for what recipients do with payments made through the Website.

Payments made from a checking account via the ACH network may incur an additional processing fee of \$2.00 per transaction. Payments made by credit card or debit card will incur a convenience, processor, or similar fee, as applicable that is added to the amount of the payment. These fees are paid by the party making the payment and there is no charge to receive payments via the Website.

During the time that you are making or receiving payments through the Website, you must ensure that all bank account, ACH information, and debit or credit card information of the payor and payee is up-to-date and accurate. Any authorization you provide to make repeating automatic payments using the Website will remain in effect until cancelled. Either party to any recurring payment transaction may cancel the recurring payment transaction at any time by contacting manager@ziprent.com, or by submitting such cancellation through the party's account on the Website where such option is available. However, if a current transaction is in process, such transaction will be finalized

before we cancel the recurring payments.

We use ACH.com to execute online payment transactions. By using this feature of the Website, you agree to be bound by the ACH.Com agreement available at :
<https://www.ach-payments.com/terms/>

The ACH.Com Agreement may be updated from time to time and you are encouraged to review the same before using the Website to make payments and from time to time thereafter.

By providing us with your banking, credit or debit card, or other payment information, you authorize us to use it and disclose it to ACH.Com or other payment gateway providers for the purpose of processing the payments you authorize through the Website. Payment gateway providers may also aggregate your information for other purposes, but only in ways that don't identify you personally or disclose any personal information about you and may disclose your personal information when necessary to comply with the law.

If you make or attempt to make a payment through the Website and the payment does not complete for any reason or is rejected for insufficient funds (NSF), you may be assessed late fees or penalties and/or charged an NSF fee and you will be responsible for correcting the non-payment by initiating a new transaction through the Website or by making the payment in some other manner, paying any late fees or penalties assessed against you, and paying any NSF fee charged to you. We may require that you pay any late fees or penalties assessed and/or any NSF charged to you before you may initiate a new payment transaction through the Website. For avoidance of doubt, if any payment you initiate using the Website does not successfully complete, the intended payment recipient reserves the right to seek payment from you via the Website or otherwise.

If you receive any payment through the Website and the payment is the subject of a reversal, chargeback or dispute, then you authorize us and our third-party payment providers to reverse or otherwise debit the funds at issue from your account. If we are unable to reverse or otherwise debit sufficient funds from your account, then you agree to pay such amounts to us promptly upon our request.

If Ziprent receives a notice of dispute that a tenant or other payor files with the bank or credit card company that such person used to make a payment through the Website, you agree that we may reverse such charge on the basis of receiving the notice of dispute alone. Ziprent reserves the right to disable a user's account for excessive reversals, chargebacks or disputes.

Any blocked or otherwise unpaid reversals, chargebacks or dispute amounts are due and

payable to Ziprent and may be sent to a collections firm or similar debt collection agency. All accounts with unresolved reversals, chargebacks or disputed amounts may result in the closure of the account. You acknowledge and agree to our right to investigate any and all transactions for fraud and you agree to cooperate with any reasonable requests made by us in an effort to investigate fraud. We reserve the right to seek reimbursement from you and you will reimburse us, if we discover any fraudulent transaction, erroneous or duplicate transaction, or if we receive a chargeback or reversal from any payor for any reason with respect to any transaction to which you are a party. You agree that we have the right to obtain such reimbursement by charging your account, deducting amounts from future transactions, charging your credit card or any bank account associated with your account, or obtaining reimbursement from you by any other lawful means, including using a third party collection agency. Failure to pay any amounts required to be paid, including any reimbursements of a chargeback or a reversal of payment, is cause for termination of your account.

WE ARE NOT A COLLECTION AGENCY AND WE DO NOT GUARANTEE ANY PAYMENT BY ANY THIRD PARTY NOR DO WE ASSUME THE RISK OF NONPAYMENT BY ANY PARTY IN CONNECTION WITH ANY PAYMENT TRANSACTION MADE THROUGH THE WEBSITE.

Subscription Services

The following terms, in addition to all other terms, conditions, and requirements of these Terms, apply to your use and access of the Ziprent Services.

Ziprent offers a subscription-based service that includes access to managing, leasing, or renting real property, including vacancy marketing, rental applications, tenant screening, repair coordination between tenant and landlord, tenant turn-overs, and payment processing.

A. Phone and chat Support. The Ziprent Services may include additional customer support, including phone and chat support. Ziprent customer support staff will be available, subject to change at Ziprent's discretion (the "Support Services") to answer questions and provide support concerning Ziprent's services. Ziprent reserves the right to restrict access to the Support Services if your use of the Support Services is excessive, abusive, or otherwise impacts or restricts Ziprent's ability to provide effective Support Services to its other customers, as determined in Ziprent's sole discretion.

B. Modifications. Ziprent reserves the right to modify, update and/or enhance the Services and/or make access to and use of any information available through the

Services subject to additional terms or conditions applied to different subscribers of the Services for any reason at any time with notice to you of any such changes or additional terms

C. **Subscription Term.** When you subscribe to the Ziprent Services, you agree to pay the Subscription Fee (as defined below) in exchange for access to the Ziprent Services for the time period specified at the time of purchase which will be noted in your account settings, or for the time period specified in your account renewal settings, if applicable (collectively, the “Subscription Term”). Except as otherwise provided these Terms, the Subscription Term continues for the full duration specified in the applicable sign-up page or renewal settings. The Subscription Term shall automatically renew, including with any applicable Subscription Fees, as specified in the renewal settings in your account, for one (1) additional year and will automatically renew thereafter every year at the end of the time period unless you cancel the Subscription as defined in the Cancellation Policy outlined in Section F below. You will receive a subscription renewal reminder 30 days before your Service automatically renews. You may cancel the renewal of your subscription at any time through the settings in your account or by the methods described in Section F below, and your subscription to the Services will continue until the termination of the then in effect Subscription Term, without renewal.

D. **Subscription Fees; Refunds.** In consideration for the rights to access and use the Ziprent Services during the application Subscription Term, you agree to pay to Ziprent the fees in the amounts and in the frequency as specified when you sign-up for or renew for the then in effect Subscription Term (the “Subscription Fee”). Subscription Fees are due and payable upon sign-up or renewal of the applicable Subscription Term. All Subscription Fees are non-refundable. Ziprent reserves the right to change or adjust the pricing, structure, duration, and other components of the subscription length and pricing offered for the Ziprent Services for any reason and at any time and any change terms will be outlined in your renewal reminder. Except as otherwise provided herein, any such changes shall be effective upon the renewal or conclusion of your then fully paid for and in effect Subscription Term.

E. **Service Account.** Each Ziprent Services account will be linked to a single email address and password. You agree not to (a) make the Ziprent Services available to any third party or unauthorized users, (b) sell, resell, rent, or lease the Ziprent Services, (c) interfere with or disrupt the integrity or performance of the Ziprent Services, third-party integrations, or third-party data contained therein, or (d) attempt to or, help any third-party attempt to gain unauthorized access to the Ziprent Services, third-party integrations, or

their related systems or networks.

F. Cancellation Policy. Should you wish to cancel your Services, you may cancel by emailing escalations@ziprent.com.

If you cancel, you will still have access to the Services until the end of your Subscription Term.

Liability

The Owner, in its capacity as service provider for the enabling of activities, is not liable for the Users' activities performed through this Website.

Unless otherwise stated, a statutory limitation on liability shall apply.

Indemnification

The User agrees to indemnify and hold the Owner and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners and employees (as applicable) harmless from and against any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of the User's use of the Website, its content, or the Service in violation of the Terms, or the User's violation of any law or third party rights.

Disclaimer of Warranties

The Website is provided on an "as is" and "as available" basis. To the maximum extent permitted by applicable law, the owner, expressly disclaims all conditions, representations, and warranties — whether express, implied, statutory or otherwise — including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third-party rights. No advice or information, whether oral or written, obtained by user from owner shall create any warranty not expressly stated herein.

Without limiting the foregoing, the owner makes no warranty, representation or undertaking that:

- The website will meet the user's requirements;
- The website will be uninterrupted, timely, secure, or error-free;
- The results or information that may be obtained from using the website will be correct, complete, accurate, reliable, or will otherwise meet the user's requirements;
- Any defects in the operation or functionality of the website will be corrected;

- The website and any files available for download will be free of viruses, worms, trojan horses or other harmful components;
- The website will be interoperable with the user's hardware or software;
- Any content on the website will be complete, accurate, reliable, secure, current or error-free.

The owner disclaims any liability for damages, harm, cost, expense or loss sustained by any user in connection with the use of the website.

Intellectual Property

The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Owner, 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.

You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for reproduction, publication or distribution.

You must not:

- Modify the copy of any materials from this site.
- Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this site.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Website in breach of the Terms, your right to use the Website 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 Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the

Owner. Any use of the Website not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark and other laws.

Termination

We may terminate your access to all or any part of the Website for any or no reason, including without limitation any violation of these Terms. You may terminate your account at any time by contacting us at manager@ziprent.com. Upon termination, all rights granted to you under these Terms will immediately cease.

Governing Law

These Terms are governed by and shall be construed in accordance with the laws of the State of Colorado without regard to its conflict of laws rules. Any legal proceedings against us that may arise out of, relate to, or be in any way connected with the website or the Terms shall be brought exclusively in the state or federal courts located in the City and County of Denver Colorado, and you waive any jurisdictional, venue, or inconvenient forum objections to such courts.

No Class Actions.

TO THE EXTENT ALLOWED BY LAW, YOU AND WE EACH WAIVE RIGHT TO PURSUE DISPUTES ON A CLASS-WIDE BASIS, TO EITHER JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY OR TO ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION, OR OTHER PROCEEDING.

No Trial by Jury

TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LAWSUIT, ARBITRATION, OR OTHER PROCEEDING.

Fair Housing Act

IF YOU ARE A LANDLORD OR ARE OTHERWISE SUBJECT TO THE FAIR HOUSING ACT, YOU ARE EXCLUSIVELY RESPONSIBLE FOR ADHERING TO THE FAIR HOUSING ACT (see <https://www.justice.gov/crt/fair-housing-act-1>) AS WELL AS ANY STATE OR LOCAL LAWS. WE ENCOURAGE YOU TO SEEK LEGAL COUNSEL REGARDING COMPLIANCE WITH SUCH LAWS. UNDER NO CIRCUMSTANCES SHALL WE PROVIDE GUIDANCE REGARDING COMPLIANCE OR OTHERWISE ASSUME LIABILITY FOR FAIR HOUSING

ACT OR OTHER HOUSING LEGAL COMPLIANCE.

Dispute Resolution

We and you each agree to first attempt to contact each other with respect to any disputes and provide a written description of the problem, all relevant documents/information, and the proposed resolution. You agree to contact us with disputes by emailing us at manager@ziprent.com and we will attempt to contact you based on the contact information you have provided us.

If after 30 days you and we are unable to resolve any such dispute, then the dispute may only be submitted to arbitration consistent with this section. You understand that, absent this provision, you would have had a right or opportunity to litigate such dispute in a court and to have a judge or jury decide the case.

As such, any dispute between you and any Indemnified Party (including, to the full extent permitted by applicable law, third parties who are not signatories to this agreement) that is not resolved through negotiation, including any dispute as to the validity or applicability of this arbitration clause, shall be resolved by binding arbitration administered by JAMS under its rules and procedures in effect when the claim is filed. All arbitration claims shall be filed with the Denver JAMS Office. The rules and procedures and other information, including information on fees, may be obtained from JAMS' general website <http://www.jamsadr.com/> or the Denver office website www.jamsdenver.com/ or by calling JAMS at 949-224-1810.

We and you are entering into this arbitration agreement in connection with a transaction involving interstate commerce. Accordingly, this arbitration agreement and any proceedings thereunder shall be governed by the Federal Arbitration Act ("FAA") 9 U.S.C. §§ 1-16. Any award by the arbitrator(s) may be entered as a judgment in any court having jurisdiction.

Notwithstanding the foregoing, you and we agree that (a) if you fail to timely pay amounts due, we may assign your account for collection, and the collection agency may pursue in court claims limited strictly to the collection of the past due debt and any interest or cost of collection permitted by law or the Agreement; (b) you or we may take any disputes over the validity of any party's intellectual property rights to a court of competent jurisdiction; (c) any dispute related to or arising from allegations associated with fraudulent or unauthorized use, theft, or piracy of service may be brought in a court of competent jurisdiction; (d) either you or we may seek any interim or preliminary relief from a court of competent jurisdiction, necessary to protect our rights or property

pending the completion of arbitration; and (e) matters within the jurisdiction of of an applicable small claims court may also be brought in that court in lieu of arbitration.

Further, as set forth below, we each agree that any arbitration will be solely between you and the Indemnified Party, not as a part of a class claim (i.e., not brought o behalf of or together with another individual's claim). If for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then our agreement to arbitrate does not apply and the class-wide dispute must be brought in court.

Limitation on Time to File Claims

Any cause of action or claim you may have arising out of or relating to these terms of use or the website must be commenced within one (1) year after the cause of action accrues, otherwise, such cause of action or claim is permanently barred.

Waiver and Severability

No waiver by us of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

Entire Agreement

The Terms constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all previous written or oral agreements between us with respect to such subject matter.

Assignment

You may not assign the Terms or assign any rights or delegate any obligations hereunder, in whole or in part, without our prior written consent. Any such purported assignment or delegation by you without the appropriate prior written consent will be null and void and of no force and effect. We may assign the Terms and any rights or delegate any

obligations hereunder without your consent and without notice.

Your Comments and Concerns

All other feedback, comments, requests for technical support and other communications relating to the Website should be directed to admin@ziprent.com.

Thank you for visiting the Website.