

APARTMENT ACCESS USER AGREEMENT

This User Agreement (the “*User Agreement*” or “*Terms*”) is between the *registered user(s)* and Apartment Access. (“*Apartment Access*”, “*we*”, “*us*” or “*our*”), and sets forth the legally binding terms for your access and use of the Services. The Services (“*Services*” or “*the Services*”) are the real estate management system and methods provided by Apartment Access. Apartment Access provides the Services, and any text, graphics, or other materials downloaded from or appearing on the Services (individually and collectively, “*Content*”). Certain features of the Services may be subject to additional guidelines, terms, or rules, which will be posted in or on the Services in connection with such features. All such additional terms, guidelines and rules are incorporated by reference into this User Agreement.

APARTMENT ACCESS’S ROLE

Apartment Access, and the Services, may assist you in performing various tasks in a real estate transaction. However, unless explicitly specified by the terms of use for a particular Service (each a “*Product’s Terms*”), THE SERVICES ARE NOT INTENDED TO PROVIDE YOU WITH ANY FINANCIAL, REAL ESTATE, OR RELATED ADVICE OF ANY KIND.

Apartment Access assumes no responsibility for any result or consequence related directly or indirectly to any action or inaction that you or any consumer takes based on the Services or any other information available through or in connection with the Services. Moreover, Apartment Access does not guarantee or ensure payment on any apartment transaction procured through the Services.

IF YOU DISAGREE WITH ANY OF THESE TERMS, DO NOT ACCESS, USE, OR PAY FOR THE SERVICES. IN CONSIDERATION FOR YOUR ACCESS OR USE TO THE SERVICES YOU EXPRESSLY AGREE TO THESE TERMS. IF NOT DO NOT AGREE TO THESE TERMS DO NOT PAY FOR OR USE THE SERVICES.

1. GENERAL POLICIES

1.1. Eligibility to Use the Services. In order to use the Services, you *must be an active and licensed real estate broker, their licensed real estate agent, or a property manager*, and have the legal capacity to enter into this User Agreement. In addition, you must not be barred from receiving the Services under United States law or the laws of any other jurisdiction. The Services are not for use by the general public and must be used within the guidelines set forth in this User Agreement. We reserve the right to suspend, terminate or deny your access to the Services for any (or no) reason, with or without notice and without further obligation.

1.2. Use of the Services. As long as you comply with this User Agreement and are current on payments for the Services, we grant you a non-exclusive, limited, revocable, personal, non-transferable license to use the Services. By using the Services, you represent and warrant that you have obtained all required authorizations and consents from your client(s). Except as expressly stated herein, this User Agreement does not provide you with a license to use, reproduce, distribute, display, or provide access to any portion of the Services on third-party web sites or otherwise. This includes, but is not limited to, any photos, layouts, or videos of apartments or apartment complexes provided in the Services.

1.2.1. Certain portions of the Services allow property managers to upload or otherwise provide the Services images, photos, video, data, text, listings, and other content for advertising purposes (“*User Materials*”). For all User Materials, you represent and warrant that you are the creator and owner of the User Materials, or have the necessary licenses, rights, consents, and permissions (including all permissions required under applicable privacy and intellectual property law) to authorize Apartment Access and other users to access and use your User Materials as necessary under these Terms. PROPERTY MANAGERS MAY NOT USE OTHER USERS’ MATERIALS WITHOUT EXPRESS CONSENT.

1.3. Prohibited Use.

BY ENTERING INTO THIS USER AGREEMENT, YOU AGREE NOT TO:

- 1.3.1. reproduce, modify, distribute, display or otherwise provide access to, create derivative works from, decompile, disassemble, or reverse engineer any portion of the Services, except as explicitly permitted by the Services;
- 1.3.2. publicly provide/post/authorize a link to any of the Services;
- 1.3.3. remove or modify any copyrightable material (e.g., photos, layouts, and videos) or other intellectual property that appears in the Services;
- 1.3.4. use the Services in any way that is unlawful, or harms Apartment Access, its service providers, suppliers, partners, affiliates, or any other user of the Services;
- 1.3.5. use the Services in any way to discriminate against any individual or class of individuals protected under federal, state or local laws, or which may have a discriminatory impact against any individual or class of individuals, or which otherwise promotes illegal, racist or discriminatory activities or outcomes;
- 1.3.6. distribute or post spam or other unsolicited messages, chain letters, pyramid schemes, or similar communications through the Services;

- 1.3.7. impersonate another person, misrepresent your affiliation with another person or entity, or make any representation to any third party under false pretenses;
- 1.3.8. reproduce, publicly display, or otherwise make accessible on or through any other website, application, or service any reviews, ratings, or profile information about real estate, lending, or other professionals, underlying images of or information about real estate listings, or other data or content available through the Services, except as explicitly permitted by Apartment Access;
- 1.3.9. upload invalid data, viruses, worms, or other software agents to the Services;
- 1.3.10. post, reproduce, publicly display, or otherwise make accessible any content, which we, in our sole judgment and discretion, consider illegal, offensive or objectionable including without limitation content that harasses, discriminates, demeans, threatens or disparages any individual or class of individuals;
- 1.3.11. interfere with, or compromise the system integrity or security of the Services, or otherwise bypass any measures we may use to prevent or restrict access to the Services;
- 1.3.12. conduct automated queries (including screen and database scraping, spiders, robots, crawlers, bypassing “captcha” or similar precautions, or any other automated activity with the purpose of obtaining information from the Services) on the Services;
- 1.3.13. use any of Apartment Access’s trademarks as part of your screen name or email address on the Services;
- 1.3.14. access or use any of the Services to develop competitive products or services; or
- 1.3.15. attempt to, or permit or encourage any third party to, do any of the above.

1.4. Fair Credit Reporting Act.

- 1.4.1. *Apartment Access is not a Consumer Reporting Agency.* Apartment Access is not a consumer reporting agency for purposes of the Fair Credit Reporting Act, 15 U.S.C. Sec. 1681 et seq. (“**FCRA**”). None of the information in our databases has been collected, in whole or in part, for the purpose of furnishing “consumer reports,” as defined in the FCRA, and the additional protections afforded to consumers, and obligations placed on credit reporting agencies, are not contemplated by, nor contained within, these Terms.

1.4.2. *FCRA Restrictions on Your Use of the Services.* You may not use any information obtained from the Services and Content in connection with determining a prospective candidate's suitability for:

- Health insurance or any other insurance,
- Credit and/or loans,
- Employment (including but not limited to, household workers such as nannies),
- Education, scholarships or fellowships,
- Housing or other accommodations,
- Benefits, privileges or services provided by any business establishment, or for any other purpose covered by the FCRA, by the Federal Trade Commission's interpretations of the FCRA, and/or by similar state statutes.

2. PAYMENT AND TERM

2.1. Payment. In full consideration of the Services, and grant of the rights and license hereunder, _____ will pay Apartment Access a _____ (one-time/annual/monthly) fee in the amount of _____.

2.1.1. Property managers may upload User Materials without a fee.

2.2. Term. This User Agreement is effective from _____ until _____ (the "**Term**"). The parties may mutually agree to renew this User Agreement.

2.3. Additional Content. Some of the Content offered through the Services is only available for an additional fee (hereinafter "**Additional Content**"). By purchasing Additional Content, you agree to receive the services offered, subject to the billing terms provided to you at that time.

3. PUBLIC RECORDS DISCLAIMER

3.1. Public Records for Informational Use. The Services provide a database of records and publicly available sources of information aggregated for your convenience, including but not limited to, property information, property specifications, and client information, ("**Public Information**"). This Public Information may be made available to you through the Services and is provided for informational purposes only.

3.2. No Verification of Content. Apartment Access does not verify Public Information or any other Content. While we are continuously updating and refining the Services, we do not warrant or guarantee that the results provided will be complete, accurate and up to date and, consequently, Apartment Access shall not be responsible or liable for the accuracy, completeness, usefulness, or legality of any Public Information or the

availability or unavailability of the Services or Content. Apartment Access does not make any representation or warranty as to the character or the integrity of the person, business, or entity that is the subject of any searches. Apartment Access also reserves the right to delete any information from its databases at any time.

4. DISCLAIMERS, LIMITATIONS OF LIABILITY, INDEMNIFICATION

- 4.1. To the fullest extent permissible under applicable law, APARTMENT ACCESS AND ITS PARTNERS, AFFILIATES, AND LICENSORS DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, including, but not limited to, warranties of title, implied warranties of non-infringement, merchantability, fitness for a particular purpose (even if Apartment Access is advised of such purpose), and implied warranties arising from a particular course of dealing or usage or trade.
- 4.2. Disclaimer of Warranty.** YOU AGREE TO RELY ON THE PUBLIC INFORMATION, AND ANY OTHER CONTENT, OR USER CONTENT AVAILABLE THROUGH THE SERVICES AT YOUR OWN RISK. You expressly agree that you will be solely responsible for (a) any damage, including damage to your computer system, or loss of data, that results from your use of the services, and (b) for any disclosure of information that you undertake while using the services or the content. To the extent permitted by applicable law, APARTMENT ACCESS PROVIDES THE SERVICES AND THE CONTENT “AS IS,” “AS AVAILABLE,” AND “WITH ALL FAULTS,” WITHOUT WARRANTY OF ANY KIND. THE CONTENT MAY NOT BE ACCURATE AND MAY NOT BE COMPLETE.
- 4.3. Without limiting the foregoing, neither Apartment Access nor any of its partners, affiliates or licensors, nor any of their officers, directors, licensors, employees or representatives (collectively, the “*Providers*”), represent or warrant (i) that the services will meet your requirements or be accurate, truthful, complete, reliable, or error free; (ii) that the services will always be available or will be uninterrupted, accessible, timely, responsive, or secure; (iii) that any errors or defects will be corrected, or that the services will be free from viruses, worms, trojan horses or other harmful properties; (iv) the accuracy, reliability, timeliness or completeness of any content available on or through the services; (v) any implied warranty arising from course of dealing or usage of trade; or (vi) that the content is non-infringing.
- 4.4. Limitation of Liability.** APARTMENT ACCESS SHALL NOT BE LIABLE FOR ANY ERRORS OR OMISSIONS. APARTMENT ACCESS DOES NOT OWN ANY USER MATERIALS AND SHALL NOT BE LIABLE FOR ANY USE THEREOF. In no event shall Apartment Access or any of the providers be liable, whether under any implied indemnities or otherwise, for any direct, indirect, incidental, special, consequential, exemplary, punitive or other damages, whether in an action in contract, tort (including but not limited to, negligence), or otherwise arising out

of or in any way connected with: (i) use of the services or the content, including, but not limited to, any damage caused by any reliance on, or any delays, inaccuracies, errors or omissions in, the services or content, whether provided by Apartment Access or by third parties; (ii) any use or inability to use or access the services for any reason, (iii) unauthorized access, use, or alteration of your searches, content, or account, (iv) any content provided by or conduct of any third party, including, without limitation, any defamatory, offensive, or illegal conduct of third parties; or (v) any content or services discussed, purchased or obtained, directly or indirectly, through the services, even if Apartment Access and/or the providers are advised of the possibility of such damages. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF APARTMENT ACCESS OR THE PROVIDERS ARISING OUT OF OR RELATING TO THE USE OF THE SERVICES AND/OR THE CONTENT EXCEED THE GREATER OF USD \$100.00 OR THE AMOUNT YOU PAID TO APARTMENT ACCESS IN THE MOST RECENT SIX MONTHS FOR ACCESS TO OR USE OF THE SERVICES.

4.5. Indemnification. You agree to hold harmless, defend, and indemnify Apartment Access and the Providers from all liabilities, claims, demands and expenses, (including, but not limited to, reasonable attorneys' fees), that are due to, arise from, or otherwise relate to your use or misuse of the Services or the Content including, without limitation, any actual or threatened suit, demand or claim made against Apartment Access or any Provider that arises out of or relates to: (i) any intellectual property rights or other proprietary rights of any third party, or (ii) your breach of this User Agreement. Apartment Access may assume exclusive control of any defense of any matter subject to indemnification by you (which shall not excuse your obligation to indemnify Apartment Access), and you agree to cooperate with Apartment Access in such event. You shall not settle any dispute subject to your indemnification under this User Agreement without prior written consent from Apartment Access.

5. GENERAL TERMS

5.1. Controlling Law. These Terms will be governed by the laws of the State of Texas without regard to or application of its conflict of law provisions or your state or country of residence. The United Nations Convention on Contracts for the International Sale of Goods shall have no applicability.

5.2. Severability and Waiver.

5.2.1. Waiver. Apartment Access's failure to enforce a provision of this User Agreement is not a waiver of its right to do so later or to enforce any other provision.

5.2.2. Severability. If any provision of this User Agreement is held to be unenforceable for any reason, such provision will be reformed only to the extent necessary to make it enforceable, and such decision will not affect the enforceability of such provision under other circumstances, or of the remaining provisions hereof under all circumstances.

5.3. Assignment. You may not assign any of your rights or obligations under this User Agreement, and any such attempt will be void. Apartment Access may assign its rights to any of its partners, affiliates or subsidiaries, or to any successor in interest of any business associated with the Services.

5.4. Changes to the Service. We reserve the right, at any time and in our sole discretion, to amend, modify, suspend, or terminate the Services, the Content, and any part thereof, without notice to you. Apartment Access shall have no liability to you or any other person or entity for any modification, suspension, termination, or loss of information.

5.5. Termination. These Terms will remain in full force and effect while you use the Services. If you wish to terminate this User Agreement or your account, you must notify Apartment Access of your intention to do so. Apartment Access may terminate your access to all or any part of the Services or Content at any time, with or without cause, with or without notice, effective immediately. All provisions of this User Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, payment obligations, warranty disclaimers, release of claims, indemnity, and limitations of liability.

5.6. Amendments. Nothing in this section shall affect Apartment Access' right to change, limit, or stop the provision of the Services without prior notice, as provided in section 5.4.

5.7. No Third-Party Beneficiaries. Except as otherwise expressly provided in this User Agreement, there shall be no third-party beneficiaries to this User Agreement.

5.8. Headings. The headings of the sections contained in these Terms are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of the Terms.

5.9. Changes to Terms. We reserve the right to change these Terms any time by posting the most current version of the Terms with a new effective date shown. It is your responsibility to review these Terms of Service prior to each use of the Services, and by continuing to use the Services, you agree to any changes. If you do not agree to these Terms, you must discontinue using the Services immediately.

5.10. Entire Agreement. These Terms and the Payment Policy are the entire and exclusive agreement between you and Apartment Access (excluding any services for which you have a separate agreement with Apartment Access that is explicitly in addition to or in place of these Terms), and these Terms supersede and replace any prior agreements between Apartment Access and you regarding the Services.

IN WITNESS WHEREOF, the parties hereto have executed this User Agreement as of the Effective Date.