

Additional Terms of Service

Read this document before using our website.

Knowing your rights and responsibilities is important, including when you use our products and services, which grant access to sensitive information.

This Agreement sets forth the conditions of use of the our online service for registered members of Renting Authority ("RA") for the purpose of advertising apartment and rental vacancies and processing rental and employment applications. By using our websites, you (the "Member" or "Client") agree to these terms and conditions. If you do not agree to the terms and conditions of this Agreement, immediately STOP using this website. We reserve the right, at any time, to change or update the terms and conditions of this Agreement without prior notice. Modifications shall become effective immediately upon being posted on this website. If you continue to use the Service after amendments are posted, your continued use is deemed acknowledgment and acceptance of the Agreement and its modifications.

User Agreement: In order to protect our users, as well as our information and service providers, you are required to comply with all of the rules set forth in this Agreement. By registering as a user or by using this website (the "Service"), you hereby agree to be bound by all of the following terms and conditions ("Terms of Service Agreement" or "TOS").

Termination of Service & Billing Errors: You understand and agree that in RA's sole discretion, and without prior notice, RA may terminate your access to this website and the service and it may also exercise any other available remedy. RA may also remove any unauthorized user content if RA believes that your use of the website, service and/or any user content you provided violates or conflicts with the Agreement, violates the rights of RA, or another user or the law. Claims for billing errors must be made in writing to RA within fifteen (15) days after date of invoice.

Damages & Relief Against User: You agree that monetary damages may not provide an adequate remedy to RA for violations of these terms and conditions. You therefore consent to injunctive or other equitable relief for such violations. RA is not required to provide any refund to you if you are terminated as a user because you have violated this Agreement.

Security for Member Account & Password: You will receive a password and Member account designation once you are registered. You are responsible for maintaining the confidentiality of the password and account. You are solely responsible for all activities that occur under your password or account. You agree to immediately notify RA of any unauthorized use of your password or account or any other breach of security. You agree to make sure that you exit from your account at the end of each session. RA cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

Proprietary Materials - Restrictions on Use: All materials provided on this website, including but not limited to all text, logos, designs, graphics, images, sounds, information, software, documents, products and services, and the onsite selection, arrangement and display thereof, are the copyrighted works of RA and/or its vendors or suppliers. All materials herein and all RA software are the property of RA. Said materials and software are protected by worldwide copyright and other intellectual property laws. Unless provided for in this Agreement, none of said materials may be modified, copied, reproduced, distributed, republished, downloaded, displayed, sold, compiled, posted or transmitted in any form or by any means. This ban includes, but is not limited to, electronic, mechanical, photocopying, recording or other means, without the prior express written permission of RA.

Copyright and Trademark Information: All content included or available on this site, including site design, text, graphics, interfaces, and the Renting Authority selection and arrangements thereof is © by Renting Authority, with all rights reserved, or is the property of Renting Authority and/or third parties protected by intellectual property rights. Any use of materials on the website, including reproduction for purposes other than those noted above, modification, distribution, or replication, any form of data extraction or data mining, or other commercial exploitation of any kind, without prior written permission of an authorized officer of RA is strictly prohibited. Members agree that they will not use any automatic device (such as a "spider" or "robot" and/or any other automatic device) or any manual process to monitor or copy our web pages or the content contained therein without prior written permission of an authorized officer of RA. and **Renting Authority** are proprietary marks of RA. RA's trademarks may not be used in connection with any product or service that is not provided by RA, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits RA. All other trademarks displayed on RA's website are the trademarks of their respective owners. Their display does not constitute an endorsement or a recommendation of those vendors. In addition, such use of trademarks or links to the websites of vendors is not intended to imply, directly or indirectly, that those vendors endorse or have any affiliation with RA.

Third-Party Sites: Our website may include links to other sites on the Internet that are owned and operated by online merchants and other third parties. You acknowledge and understand that RA is not responsible for third-party sites and is not responsible for the availability or content of third-party sites. If you have any questions or concerns regarding such links or the content available on such sites, you should contact the site administrator or webmaster for those third-party sites. Your use of those Third-Party Sites is subject to the terms of use and privacy policies of each third-party site. We are not responsible in any way for third-party sites. We encourage all members to review the privacy policies of third-parties' sites.

Ban on Resale of Service: You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

General Disclaimer: Although RA has attempted to provide accurate information on the website, RA assumes no responsibility for the accuracy of the information. You understand and agree that all information provided on this website is provided "as is," with all faults, without warranty of any kind, either express or implied. RA hereby disclaims all warranties, express or implied, including, and without limitation, those of merchantability, fitness for a particular purpose, title and non-infringement or arising from a course of dealing, and usage or trade practice. This is inapplicable where such a disclaimer has been legally held to be invalid but only to the extent of the specific invalidity.

No Unlawful or Prohibited Use: As a condition of your use of this website, you agree and represent to RA that you will comply with all applicable laws, statutes, ordinances and regulations regarding your use of our service and any related activities. In addition, you agree and represent that you will not use this website in any way prohibited by these terms, conditions and notices.

Modification of the Website: RA reserves the right, in its sole discretion, to improve, modify or remove any information or content appearing on the website. Without prior notice, and in its sole discretion, RA may discontinue or revise any or all aspects of the website.

Disclaimer Regarding Accuracy of Vendor Information: Product specifications and other information have either been provided by the Vendors or collected from publicly available sources. While RA makes every effort to ensure that the information on this website is accurate, we can make no representations or warranties as to the accuracy or reliability of any information provided on this website.

Governing Jurisdiction of the Courts of California: Our website is operated and provided in the State of California. As such, we are subject to the laws of the state Utah. Utah law will govern this Agreement, without giving effect to any choice of law rules. We make no representation that our website or other services are appropriate, legal or available for use in other locations. Accordingly, if you choose to access our site you agree to do so subject to the internal laws of the state of Utah.

Fair Housing Act: As a Member you agree not to post, email, or otherwise make available content that violates the Fair Housing Act by stating, in any notice or ad for the sale or rental of any dwelling, a discriminatory preference based on race, color, national origin, religion, sex, familial status or handicap (or that otherwise violates any state or local law prohibiting discrimination on the basis of these or other characteristics.)

Limitation of Liability: RA shall not be liable for any damages whatsoever, and in particular RA shall not be liable for any special, indirect, consequential, or incidental damages, or damages for lost profits, loss of revenue, or loss of use, arising out of or in any way related to this website or the information contained in it, whether such damages arise in contract, negligence, tort, under statute, in equity, at law, or otherwise,

even if RA has been advised of the possibility of such damages.

Possible Exceptions to Limitation of Liability: Because some jurisdictions do not allow for the limitation or exclusion of liability for incidental or consequential damages, some of the limitations set forth in the previous paragraph may be inapplicable.

Indemnification: You agree to indemnify and hold RA, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys' fees and costs, made by any third party due to or arising out of the Member's use of the Service, any violation of this Agreement, or infringement by user, or other user of the Service using Member computer, of any intellectual property or any other right of any person or entity.

Binding on assigns, successors and divested businesses: Terms and agreements with RA will be binding upon and inure to the benefit of the parties and their assigns, successors and divested businesses. RA's agreement with Client may not be transferred or assigned by Client without the prior written consent of RA. "Successor" means any entity connected to a merger with Client, sale of all or substantially all of the assets of Client or other form of Client's corporate reorganization. "Divested business" means any business unit that Client sells, or of which it otherwise ceases to have an interest or render services. "Divested business" shall also include such business unit or the acquirer thereof, as applicable.

Other Terms: If any provision of this Agreement shall be unlawful, void or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent. You agree that this Agreement and any other Agreements referenced herein may be assigned RA, in our sole discretion, to a third party in the event of a merger or acquisition. This Agreement shall apply in addition to, and shall not be superseded by, any other written Agreement between us in relation to your participation as a Member. Member agrees that by accepting this Agreement, Member is consenting to the use and disclosure of their personally identifiable information and other practices described in our Privacy Policy Statement. Client may not assign, delegate, sub-contract or otherwise transfer this agreement (or any of its rights or obligations hereunder) without RA's prior written consent, and any attempt to do so without RA's approval will be void. RA may assign this agreement (or any of its rights or obligations hereunder) to a related company or to an unrelated company pursuant to a sale, merger or other consolidation of RA or any of its operating divisions upon written notice to Client. Nothing in this Agreement is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties and their respective successors and permitted assigns. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, nor be construed to be, a waiver of any subsequent breach hereof. This Agreement may be amended only upon the parties' mutual written consent. This Agreement and any amendments hereto may be executed in duplicate copies on behalf of RA and Client, and facsimile or online signatures shall be deemed originals. Each duplicate copy shall be deemed an original,

but both duplicate originals together shall constitute one and the same instrument. The terms that are defined in this Agreement may be used in the singular or plural, or the masculine, feminine or neutral, as the context requires. The headings and subheadings in this Agreement are inserted for convenience of reference and shall not affect the meaning or interpretation of the Agreement.

Additional Terms of Service for RA, Renting Authority, RA™ Users

By accessing, browsing, placing property advertisements on, or in any way using the website located at www.sites.rentingauthority.com (the "Sites"), you agree to these Terms of Service, and any other guidelines, rules, and additional terms referenced herein (collectively the "Terms of Service"). Please read the Terms of Service carefully. Your access to or use of the Sites constitutes your acceptance of the Terms of Service. If you are unwilling to be bound by the Terms of Service, do not access or use the Sites.

1. Definitions. A "User" is anyone who accesses, browses, places advertisements on, or in any way uses the Sites, including but not limited to prospective and actual renters, landlords or landlords' agents. The "Services" means the services and functionality made available to Users on the Sites. "Content" means information, compilations, communications, images, photographs, graphics, audio, and videos. "User Content" means the Content that any User of the Sites may submit, post, or transmit to, or using, the Sites "RA Content" means Content that is created by RA and made available on the Site. "Third Party Content" means Content that is provided on the Sites by parties other than RA or the Users, including but not limited to data providers who license data to RA for use on the Sites. "Sites Content" means all of the Content that is made available on the Sites, including Content, User Content, Third Party Content, and RA Content.

2. Eligibility. You must be at least 18 years old to use the Sites. In addition, you may not use the Services or accept the Terms of Service if you are prohibited by law from receiving or using the Services. By accessing or using the Sites, you represent and warrant that you have the right, authority, and capacity to enter into the Terms of Service and to abide by all of the terms and conditions set forth herein. If you access or use the Sites on behalf of a company, entity, or organization, you represent and warrant that you are an authorized representative of such company, entity, or organization with the authority to bind it to the Terms of Service.

3. Changes to the Terms of Service or the Sites. The Terms of Service may be modified by RA at any time. When these changes are made, RA will notify you by making a new copy of the Terms of Service available on this page and will indicate at the top of this page the date these terms were last revised. Any such modification will be effective upon RA's posting of new Terms of Service. Your continued use of the Sites after any posted modification to the Terms of Service indicates your acceptance of the modification. Unless expressly stated otherwise by RA, any new Services or Sites Content implemented after your initial access to the Sites shall be subject to the Terms

of Service.

4. User Accounts. To access or use some of the Services, you may be required to register on the Sites by creating an account and providing information to RA. You are solely responsible for maintaining the confidentiality of any passwords that you create in connection with the Sites, and are solely responsible for all activities that occur in connection with your account. You agree to notify RA immediately of any unauthorized use of your account. RA reserves the right to close your account at any time for any or no reason. In creating or updating an account, you must be an authorized representative of the business or person in question, and you must provide complete and accurate information about the business or person you represent, and you may not provide an email address that is not your own.

5. Use of the Sites. Subject to the restrictions set forth herein, RA grants you permission to access and use the Services, including but not limited to the ability to: view, copy, download and print the Content available on the Sites, provided that the Content is either used solely for personal, noncommercial purposes or only for the purposes of using the Services expressly offered by RA. Without limiting the generality of the foregoing, prospective and actual renters are only permitted to use this Sites to search for residential rentals, communicate with landlords or their agents, and consider other move-related services; and as a landlord and a landlord's agent, you are only permitted to use this Sites to advertise your properties and communicate with potential or actual renters.

6. Restrictions on Use.

You agree that you will not (and will not permit others to):

- (a) Use the Sites to threaten, stalk, defraud, incite, harass, or advocate the harassment of another person, or otherwise interfere with a User's enjoyment of the Sites;
- (b) Use the Sites to transmit or post spam, viruses, spyware, chain letters, contests, junk email, pyramid schemes, surveys, mass messaging, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;
- (c) Use the Sites to promote bigotry or discrimination against protected classes;
- (d) Use the Sites in a way that violates the Fair Housing Act or any other laws regarding non-discrimination in housing or advertising for housing;
- (e) Use the Sites to violate any third-party right, including any copyright, trademark, trade name, trade dress, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;
- (f) Use this sites to harvest or otherwise collect information about users, including email

addresses, without their consent;

(g) Use the Sites in violation of the Terms of Service or any applicable local, state, national or international law;

(h) Modify, adapt, appropriate, reproduce, distribute, translate, create derivative works of, publicly display, sell, trade, or in any way exploit the Sites, the Services, or any of the Sites Content, except as expressly authorized by RA;

(i) Reverse engineer any portion of the Site;

(j) Remove any copyright, trademark or other proprietary rights notices contained on the Sites or in any Sites Content; (k) Use any robot, spider, sites search/retrieval application, or other automated device, process or means to access, retrieve or index any Sites Content or information from the Sites, except for the purposes of use with a generalized Internet search sites that does not have as its principal purpose the providing of information related to apartment rentals;

(l) Access, retrieve or index any portion of the Sites for purposes of constructing or populating a searchable database of neighborhood information or rental properties;

(m) Reformat or frame any portion of the Sites;

(n) Take any action that imposes, or may impose in our sole discretion, an unreasonable or disproportionately large load on RA's technology infrastructure; or

(o) Attempt to gain unauthorized access to the Sites, User accounts, computer systems or networks connected to the Sites through hacking, password mining or any other means; use the Sites or any Sites Content to transmit any viruses, worms, defects, Trojan horses or other items of a destructive nature or that monitors or attempts to monitor the computing activity of R or any third party; use any device, software or routine that interferes with the proper working of the Sites, or otherwise attempt to interfere with the proper working of the Sites; use the Sites to violate the security of any computer network, crack passwords or security encryption codes; disrupt or interfere with the security of, or otherwise cause harm to, the Sites or any Services or Sites Content; remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Sites, features that prevent or restrict the use or copying of Sites Content, or features that enforce limitations on the use of the Sites.

7. Licenses.

(a) You hereby grant RA and its affiliates a worldwide, non-exclusive, fully paid-up, royalty-free, perpetual, irrevocable, fully sub licensable, and fully transferable license to use, reproduce, distribute, modify, adapt, prepare derivative works of, incorporate into other works, display, perform, and otherwise exploit User Content, and authorizing others to do the same, for any purpose, including without limitation promoting and

redistributing, directly or indirectly, part or all of the Sites (and derivative works thereof) in any media formats and through any media channels now known or later developed ("Downstream Distributions").

(b) Without limiting the above, you also hereby grant Users and users of any Downstream Distributions a non-exclusive license to access, use, reproduce, distribute, display, and perform User Content for their personal, noncommercial use in connection with their use of the Sites and any Downstream Distributions, as expressly permitted by the functionality of the Sites and any applicable Downstream Distribution, and the Terms of Service and terms of use of any applicable Downstream Distribution. In addition, you grant RA, its affiliates, and their respective sublicensees the right to associate and display your account name with User Content.

(c) You agree to irrevocably waive (and cause to be waived) any claims and assertions of moral rights or attribution with respect to User Content.

8. Responsibility for User Content.

(a) You are solely responsible for User Content. You assume all risks associated with use of User Content, including any reliance on its accuracy, completeness or usefulness by others, or any other disclosure by you of information in User Content. You hereby affirm, represent, and warrant that you own, or have the necessary licenses, rights, consents, and permissions to use, and authorize R to use, User Content as described herein. You may not imply that User Content is in any way sponsored or endorsed by RA.

(b) Because you alone are responsible for User Content (and not RA), you may expose yourself to liability if, for example, User Content violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; contains material that is false, intentionally misleading, or defamatory; contains material that is unlawful, including illegal hate speech, violation of the

(c) Equal Housing Act; exploits or otherwise harms minors; or violates or advocates the violation of any law or regulation.

9. Use of User Content.

(a) RA makes no representations that it will publish or otherwise use User Content in any way. RA may or may not use User Content in its sole discretion. RA has no obligation to store or provide you with copies of User Content.

(b) RA reserves the right (but has no obligation) to remove or suppress User Content from the Sites at its sole discretion for any or no reason and without notice or liability of any kind, including without limitation, the suppression or removal of User Content that RA deems untrustworthy or in violation of the Terms of Service.

(c) RA and its licensees may display advertisements and other information adjacent to or included with User Content on the Sites and any Downstream Distributions. You agree that you are not entitled to any compensation for any such advertisements. The manner, mode and extent of such advertising are subject to change without specific notice to you.

10. Copyright Dispute Policy. RA has adopted the following policies and procedures toward copyright infringement in accordance with Title 17, United States Code, Section 512(c), which is part of the Digital Millennium Copyright Act ("DMCA"). The address of RA's Designated Agent to Receive Notification of Claimed Infringement ("Designated Agent") is provided at the bottom of this section. It is RA's policy to (i) respond to notices of alleged copyright infringement that comply with the DMCA; and (ii) terminate the accounts of those whom RA determines to be "repeat infringers".

a. Procedure for Reporting Copyright Infringements. If you are a copyright owner or agent thereof, and believe that your copyright is being infringed in connection with the Sites, please send a written notification to the Designated Agent detailing the alleged infringement. Your written notification must include:

- Identification of the copyrighted work that you claim has been infringed;
- Identification of the content on the Sites that allegedly infringes upon the copyrighted work at issue, and information reasonably sufficient to permit RA to locate such content on the Sites;
- A statement by you that you have a good faith belief that the use of the content identified in your notice in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- A statement by you that you attest, under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and
- Your physical or electronic signature, together with your contact information (address, telephone number and, if available, email address).
- Please note that you may be subject to liability under Section 512(f) of the DMCA if you materially misrepresent that content on the Sites infringes your copyright.

b. Procedure to Supply a Counter-Notice to the Designated Agent. If you believe that content has been mistakenly removed from the Sites pursuant to this DMCA policy, you may send a written counter-notice to the Designated Agent including the following:

- Identification of the content that was removed, and the location on the Sites where it would have been found prior to its removal;
- A statement under penalty of perjury that you have a good faith belief that the content was removed as a result of a mistake or misidentification;
- A statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located, or if your address is located outside the United States, for any judicial district in which RA is located, and that

you will accept service of process from the person who provided notification under 512(c)(1)(C) or an agent of such person; and

- Your physical or electronic signature, together with your contact information (address, telephone number and, if available, email address).

c. Address for Designated Agent. Please contact RA's Designated Agent at the following address:

Troy Boldt
RentingAuthority.com
1467 West Center St. Orem, UT 84057

Phone: 888.674.9181

Fax: 801-406-0104

Email to: Support@rentingauthority.com

The Designated Agent should only be contacted in connection with the issues raised in this Section. All other inquiries directed to the Designated Agent will not be responded to.

11. Availability of Service. RA reserves the right (but is under no obligation) to modify, update, or discontinue the Sites or any of the Services at its sole discretion, at any time, for any or no reason, and without notice or liability.

12. Unauthorized Access. RA reserves the right to exercise whatever lawful means it deems necessary to prevent unauthorized access to or use of the Sites, including, but not limited to, technological barriers, IP mapping, and contacting your Internet Service Provider (ISP) regarding such unauthorized use.

13. Investigations. RA, in its sole discretion, may (but has no obligation to) monitor or review the Services and Site Content at any time. If RA becomes aware of any possible violations by you of the Terms of Service or any law or third party right, RA reserves the right to investigate such violations. If, as a result of such investigation, RA believes that criminal activity has occurred, RA reserves the right to refer the matter to, and to cooperate with, any and all applicable law enforcement authorities. Except to the extent prohibited by applicable law, RA is entitled to disclose any information or Sites Content, including User Content, in RA's possession in connection with your use of the Services to (i) comply with applicable law, legal process or governmental request, (ii) enforce the Terms of Service, (iii) respond to any claims that User Content violates the Terms of Service or any law or third party right, (iv) respond to requests for customer services, or (v) protect the rights, property or personal safety of RA, its Users or the public, and law enforcement or other government officials, as RA in its sole discretion believes to be necessary or appropriate.

14. Termination. RA reserves the right (but is under no obligation) to terminate or suspend your account or your ability to use the Sites, in whole or in part, at RA's sole

discretion, for any or no reason, and without notice or liability of any kind. Termination of your account may include: (i) removal of access to all offerings within the Services; (ii) deletion or disabling of your password and all related information, files and materials associated with or inside your account (or any part thereof), including User Content; and (iii) barring of further use of the Services. You agree that RA shall not be liable to you or any third party for any termination of your account, or access to the Sites, Services and Materials, including User Content. You may terminate the Terms of Service at any time by closing your account, discontinuing your use of any and all parts of the Sites, and providing RA with a notice of termination here. The Terms of Service will continue to apply until terminated by either you or RA. Sections 7, 8, 10, 13, 14, 15, 16, 17, 18, 20 and 21 shall survive any termination of this Agreement.

15. Ownership. RA owns the RA Content, including but not limited to visual interfaces, interactive features, graphics, design, compilation, computer code, products, software, and all other elements and components of the Sites excluding User Content and Third Party Content. RA also owns the copyrights, trademarks, service marks, trade names, and other intellectual and proprietary rights associated with the RA Content and the Sites, which are protected by copyright, trade dress, patent, trademark laws and all other applicable intellectual and proprietary rights and laws. As such, you may not modify, reproduce, distribute, create derivative works of, publicly display or in any way exploit, any of the RA Content in whole or in part except as expressly authorized by RA. Except as expressly and unambiguously provided herein, RA does not grant you any express or implied rights, and all rights in and to the Sites and the RA Content are retained by RA.

16. Disclaimers.

(a) THE SITES AND ALL SITES CONTENT IS MADE AVAILABLE TO YOU ON AN "AS IS" BASIS. RA MAKES NO WARRANTIES, REPRESENTATIONS, OR CONDITIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO (1) THE OPERATION AND FUNCTIONALITY OF THE SITES, (2) THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, SAFETY, AND IP RIGHTS OF ANY OF THE SITES CONTENT, INCLUDING BUT NOT LIMITED TO THE ACCURACY OF BUSINESS REVIEWS AND BUSINESS INFORMATION LISTED ON THE SITES, AND (3) THE PRODUCTS AND SERVICES ASSOCIATED WITH OR PROVIDED BY THE SITE OR SITES CONTENT, INCLUDING BUT NOT LIMITED TO THE PRODUCTS AND SERVICES SOLD BY BUSINESSES LISTED ON THE SITES. RA FURTHER DISCLAIMS ALL WARRANTIES, EXPRESS, STATUTORY, OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM A COURSE OF CONDUCT AND NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, THAT YOU OBTAIN FROM RA OR THE SITES SHALL CREATE ANY WARRANTY, REPRESENTATION, OR CONDITION NOT EXPRESSLY STATED HEREIN.

(b) RA SPECIFICALLY DISCLAIMS ALL LIABILITY RELATING TO YOUR USE OF

THE SITES, SERVICES, AND SITES CONTENT. ACCESS TO, AND USE OF, THE SITES, SERVICES, AND SITSE CONTENT ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA RESULTING THEREFROM. RA ASSUMES NO LIABILITY FOR ANY COMPUTER VIRUS OR SIMILAR CODE THAT IS DOWNLOADED TO YOUR COMPUTER FROM THE SITES OR IN CONNECTION WITH THE SERVICES.

(c) YOUR COMMUNICATIONS OR DEALINGS WITH ANY OF THE BUSINESSES, ADVERTISERS, OR USERS ON THE SITES, ARE SOLELY BETWEEN YOU AND SUCH BUSINESSES, ADVERTISERS, AND USERS. RA IS NOT RESPONSIBLE, AND DISCLAIMS ALL LIABILITY, FOR ANY LOSS OR DAMAGE ARISING OUT OF ANY SUCH COMMUNICATIONS OR DEALINGS. RA RESERVES THE RIGHT (BUT HAS NO OBLIGATION) TO MONITOR DISPUTES BETWEEN YOU AND SUCH BUSINESSES, ADVERTISERS, AND USERS.

(d) SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, REPRESENTATIONS, OR CONDITIONS, THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IF YOU RESIDE IN SUCH A JURISDICTION, THE ABOVE LIMITATIONS SHALL APPLY TO YOU TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.

17. Limitation on Liability.

(a) WITHOUT LIMITING THE FOREGOING, RA WILL NOT BE LIABLE UNDER ANY THEORY OF LAW, FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS, BUSINESS INTERRUPTION, AND/OR LOSS OF INFORMATION OR DATA. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, RA'S MAXIMUM AGGREGATE LIABILITY TO YOU FOR ANY CAUSES WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, WILL AT ALL TIMES BE LIMITED TO THE GREATER OF (i) THE AMOUNT PAID, IF ANY, BY YOU TO RA IN CONNECTION WITH THE SITES IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY OR (ii) US\$50.00. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. IF YOU RESIDE IN SUCH A JURISDICTION, THE ABOVE LIMITATIONS AND EXCLUSIONS SHALL APPLY TO YOU TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.

18. Indemnity. You agree to indemnify and hold RA, its parents, subsidiaries, affiliates, any related companies, suppliers, licensors and partners, and the officers, directors, employees, agents and representatives of each of them harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out

of (i) your access to or use of the Sites or Services, (ii) your violation of the Terms of Service, or (iii) the infringement by you, or any third party using your account arising from User Content, of any intellectual property or other right of any person or entity. RA reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of RA. RA will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

19. Third Parties. The Sites Content may include links to other websites (the "Third Party Sites"). RA does not control or endorse any Third Party Sites, and you agree that RA is not responsible for the availability or contents of any Third Party Sites.

20. Miscellaneous.

(a) If there is any dispute about or involving the Sites or RA, you agree that any such dispute will be governed by the laws of the State of Utah without regard to its conflict of law provisions. You agree to personal jurisdiction by and venue in the state courts in Utah County, California and Federal Courts applicable to Utah County, UT. Some jurisdictions prohibit the use of a choice of law clause that would prevent a consumer from having recourse to courts in the consumer's local jurisdiction, so this governing law clause may not apply to you.

(b) No agency, partnership, joint venture, or employment is created as a result of the Terms of Service, and you do not have any authority of any kind to bind RA in any respect whatsoever.

(c) RA may provide you with notices, including those regarding changes to the Terms of Service by email, regular mail or postings on the Sites.

(d) Except as otherwise stated in Sections 7 and 19 above, nothing herein is intended, nor will be deemed, to confer rights or remedies upon any third party.

(e) The Terms of Service contain the entire agreement between you and RA regarding the use of the Sites, and supersede any prior agreement between you and RA on such subject matter.

(f) The failure of RA to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

(g) If any provision of the Terms of Service is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the Terms of Service shall otherwise remain in full force and effect and enforceable.

(h) The Terms of Service are not assignable, transferable or sub licensable by you except with RA's prior written consent, but may be assigned or transferred by RA without restriction. Any assignment attempted to be made in violation of the Terms of Service shall be void.

(i) The section titles in the Terms of Service are for convenience only and have no legal or contractual effect.

21. Release. Because the Sites is an advertising venue, in the event that you have a dispute with one or more users, you release RA, its parents and affiliates (and its respective officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of, or in any way connected with, such disputes. If you are a Utah resident, you waive applicable Utah Civil Code, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

22. Nature of the Sites' Services RA operates the Sites as a platform for landlords and landlords' agents desiring to advertise residential rental properties with available units, and the advertisements on the Sites are based on information provided by landlords and landlords' agents. Accordingly, RA is not responsible in any way for the content in any such advertisements, nor is RA responsible for any actual lease transaction between a potential or actual renter and a landlord or landlord's agent. RA does not render legal, brokerage, or other professional advice or services to Users or any of its customers. Without limiting the generality of the foregoing, you acknowledge and agree as follows:

(a) RA does not participate in any actual lease transactions, including, without limitation, negotiations, discussions, or proposals, and you expressly waive any requirement that purports to impose on RA an obligation to perform any services other than those expressly undertaken by RA;

(b) RA does not render legal, brokerage, or other professional advice or services; in the event you desire or need such services, RA strongly advises you to secure the same;

(c) RA is not undertaking any, and has no, duties to Users, including, without limitation, the obligation to inspect rental properties, to verify the veracity of information contained in an advertisement;

(d) RA is not responsible for the content of, nor does it endorse, the third-party websites to which you may link using the Sites;

(e) RA does not guarantee the accuracy of any information available on the Sites, and is not responsible for any errors, omissions, or misrepresentations, made by Users or

otherwise and all information obtained on the Sites must be verified independently;

(f) RA may make changes to its products and/or services and the Sites at any time and without notifying you or receiving your consent; and

(g) While RA complies with applicable state and federal laws, including federal civil rights laws, RA cannot guarantee that its Users so comply. Accordingly, RA assumes no liability for Users' failures to comply with such laws.

23. Contact and Violations. Please contact us with any questions regarding the Terms of Service. Please report any violations of the Terms of Service to Troy tboldt@rentingauthority.com.

No warranty: RA and its affiliates, agents and licensors, cannot and do not warrant the accuracy, completeness, currentness, non-infringement, merchantability or fitness for a particular purpose of the content designed by RA, whether artistic or technical, nor does RA guarantee that the content will be error-free, or continuously available, or that the website will be free of viruses or other harmful components. Under no circumstances will RA or its affiliates, agents or licensors be liable to Client or anyone else for any damages, including, without limitation, consequential, special, incidental, indirect, punitive, exemplary, or other damages of any kind (including lost revenues or profits, loss of business or loss of data), even if RA is advised beforehand of the possibility of such damages. Client agrees that the liability of RA and its affiliates, agents and licensors, if any, arising out of any kind of legal claim arising out of or otherwise related to this Agreement will not exceed the amount Client paid, if any, to RA under the terms of this Agreement.

Fees imposed by third parties: RA's service rates and price schedule are independent of any fees imposed by other entities. If Client requests a service of RA that results in the charging of additional fees, Client thereby authorizes RA to contract for such services on Client's behalf, and Client is solely responsible for their payment.

Transactions with third parties. In the event that Client elects to enable direct transactions by applicants, whether through RA or an integrated third-party provider, you agree that these transactions will be charged using the same pricing model as the screening initiated by Client via the RA interface. In the event Client elects to integrate third-party providers for related services, Client grants RA permission to provide appropriate information for the purpose of generating such services, including but not limited to tenant data, applicant data, consumer reports and lease data. Client agrees to notify RA in writing as soon as is practical upon termination of its relationship with any third-party to prevent unauthorized access of Client's information.

Limitations on document generation RA shall maintain an online catalog of documents for Client. Client is solely responsible for the accuracy of its documents, will

review documents produced by RA and will provide RA with any changes or updates. ALL DOCUMENTS AND FORMS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. Unless otherwise stated, RA shall maintain a maximum of: one (1) application form, one (1) lease form, ten (10) lease attachments, and ten (10) letters or notices.

FCRA Requirements

Although the Federal Fair Credit Reporting Act (as amended by the Consumer Credit Reporting Reform Act of 1996) primarily regulates the operations of consumer credit reporting agencies, it also affects you as a user of information. We have included a copy of the FCRA with your membership kit. We suggest that you and your employees become familiar with the following sections in particular:

§ 604. Permissible Purposes of Reports

§ 607. Compliance Procedures

§ 615. Requirement on users of consumer reports

§ 616. Civil liability for willful noncompliance

§ 617. Civil liability for negligent noncompliance

§ 619. Obtaining information under false pretenses

§ 621. Administrative Enforcement

§ 623. Responsibilities of Furnishers of Information to Consumer Reporting Agencies

§ 628. Disposal of Records

Each of these sections is of direct consequence to users who obtain reports on consumers.

As directed by the law, credit reports may be issued only if they are to be used for extending credit, review or collection of an account, employment purposes, underwriting insurance or in connection with some other legitimate business transaction such as in investment, partnership, etc. It is imperative that you identify each request for a report to be used for employment purposes when such report is ordered. Additional state laws may also impact your usage of reports for employment purposes.

We strongly endorse the letter and spirit of the Federal Fair Credit Reporting Act. We believe that this law and similar state laws recognize and preserve the delicate balance between the rights of the consumer and the legitimate needs of commerce.

In addition to the Federal Fair Credit Reporting Act, other federal and state laws addressing such topics as computer crime and unauthorized access to protected databases have also been enacted. As a prospective user of consumer reports, we expect that you and your staff will comply with all relevant federal statutes and the statutes and regulations of the states in which you operate.

Access Security Requirements

We must work together to protect the privacy and information of consumers. The following information security guidelines are designed to reduce unauthorized access to consumer information. It is your responsibility to implement appropriate controls.

If you do not understand these requirements or need assistance, we ask that you employ an outside computer systems provider to assist you.

The credit-reporting agency reserves the right to make changes to Access Security Requirements without notification.

The information provided herewith provides guidelines for information security. In accessing the credit-reporting agency's services, you agree to implement appropriate security procedures:

1. Implement Strong Access Control Measures

1.1 Do not share your **Rentingauthority.com** access/user passwords with anyone. No one from the credit-reporting agency or from **Rentingauthority.com** will ever contact you and request your password.

1.2 Access to the **Rentingauthority.com** website has all user password(s) encrypted hidden or embedded. User ID's and passwords should be known only by the appropriate authorized individual personnel.

1.3 You must request your User password be changed immediately when:

- any system access software is replaced by another system access software or is no longer used;
- the hardware on which the software resides is upgraded, changed or disposed of

1.4 Protect access/user password(s) to the **Rentingauthority.com** website, so that only key personnel know their own access/user password. Unauthorized personnel should not have knowledge of your password(s).

1.5 Each authorized client employee has their own separate, unique user ID for each user to enable individual authentication and accountability for access to the **Rentingauthority.com** infrastructure. Each authorized client employee who accesses

the **Rentingauthority.com** website must also have their own unique logon password.

1.6 Ensure that user IDs are not shared and that no Peer-to-Peer file sharing is enabled on those users' profiles.

1.7 Keep user passwords Confidential.

1.8 Develop strong passwords that are:

- Not easily guessable (i.e. your name or company name, repeating numbers and letters or consecutive numbers and letters)
- Contain a minimum of seven (7) alpha/numeric characters for all user accounts

1.9 Implement password protected screensavers with a maximum fifteen (15) minute timeout to protect unattended workstations.

1.10 It is understood that all active **Rentingauthority.com** user logins to credit information systems are automatically configured with a 30-minute inactive session, timeout feature.

1.11 Restrict the number of key personnel who have access to credit information.

1.12 Ensure that personnel who are authorized access to credit information have a business need to access such information and understand these requirements to access such information are only for the permissible purposes listed in the Permissible Purpose Information section of your membership application.

1.13 Ensure that you and your employees do not access your own credit reports or those reports of any family member(s) or friend(s) unless it is in connection with a credit transaction or for another permissible purpose.

1.14 Implement a process to terminate access rights immediately for users who access **RentingAuthority.com** for credit reporting agency credit information when those users are terminated or when they have a change in their job tasks and no longer require access to that credit information.

1.15 After normal business hours, turn off and lock all devices or systems used to obtain credit information.

1.16 Implement physical security controls to prevent unauthorized entry to your facility and access to systems used to obtain credit information.

2. Maintain a Vulnerability Management Program

2.1 Keep operating system(s), Firewalls, Routers, servers, personal computers (laptop

and desktop) and all other systems current with appropriate system patches and updates.

2.2 Configure infrastructure such as Firewalls, Routers, personal computers, and similar components to industry best security practices, including disabling unnecessary services or features, removing or changing default passwords, IDs and sample files/programs, and enabling the most secure configuration features to avoid unnecessary risks.

2.3 Implement and follow current best security practices for Computer Virus detection scanning services and procedures:

- Use, implement and maintain a current, commercially available Computer Virus detection/scanning product on all computers, systems and networks.
- If you suspect an actual or potential virus, immediately cease accessing the system and do not resume the inquiry process until the virus has been eliminated.
- On a weekly basis at a minimum, keep anti-virus software up-to-date by vigilantly checking or configuring auto updates and installing new virus definition files.

2.4 Implement and follow current best security practices for computer anti-Spyware scanning services and procedures:

- Use, implement and maintain a current, commercially available computer anti-Spyware scanning product on all computers, systems and networks.
- If you suspect actual or potential Spyware, immediately cease accessing the system and do not resume the inquiry process until the problem has been resolved and eliminated.
- Run a secondary anti-Spyware scan upon completion of the first scan to ensure all Spyware has been removed from your computers.
- Keep anti-Spyware software up-to-date by vigilantly checking or configuring auto updates and installing new anti-Spyware definition files weekly, at a minimum. If your company's computers have unfiltered or unblocked access to the Internet (which prevents access to some known problematic sites), then it is recommended that anti-Spyware scans be completed more frequently than weekly.

3. Protect Data

3.1 Develop and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, hard drive, paper, etc.)

3.2 All credit reporting agency data is classified as Confidential and must be secured to

this requirement at a minimum.

3.3 Procedures for transmission, disclosure, storage, destruction and any other information modalities or media should address all aspects of the lifecycle of the information.

3.4 Encrypt all credit reporting agency data and information when stored on any laptop computer and in the database using AES or 3DES with 128-bit key encryption at a minimum.

3.5 Only open email attachments and links from trusted sources and after verifying legitimacy.

4. Maintain an Information Security Policy

4.1 Develop and follow a security plan to protect the Confidentiality and integrity of personal consumer information as required under the GLB Safeguard Rule.

4.2 Establish processes and procedures for responding to security violations, unusual or suspicious events and similar incidents to limit damage or unauthorized access to information assets and to permit identification and prosecution of violators.

4.3 The FACTA Disposal Rules requires that you implement appropriate measures to dispose of any sensitive information related to consumer credit reports and records that will protect against unauthorized access or use of that information.

4.4 Implement and maintain ongoing mandatory security training and awareness sessions for all staff to underscore the importance of security within your organization.

5. Build and Maintain a Secure Network

5.1 Protect Internet connections with dedicated, industry-recognized Firewalls that are configured and managed using industry best security practices.

5.2 Internal private Internet Protocol (IP) addresses must not be publicly accessible or natively routed to the Internet. Network address translation (NAT) technology should be used.

5.3 Administrative access to Firewalls and servers must be performed through a secure internal wired connection only.

5.4 Any stand-alone computers that directly access the Internet must have a desktop Firewall deployed that is installed and configured to block unnecessary/unused ports, services, and network traffic.

5.5 Encrypt Wireless access points with a minimum of WEP 128 bit encryption, WPA

encryption where available.

5.6 Disable vendor default passwords, SSIDs and IP Addresses on Wireless access points and restrict authentication on the configuration of the access point.

6. Regularly Monitor and Test Networks

6.1 Perform regular tests on information systems (port scanning, virus scanning, vulnerability scanning).

6.2 Use current best practices to protect your telecommunications systems and any computer system or network device(s) you use to provide Services hereunder to access credit reporting agency systems and networks. These controls should be selected and implemented to reduce the risk of infiltration, hacking, access penetration or exposure to an unauthorized third party by:

- protecting against intrusions;
- securing the computer systems and network devices;
- and protecting against intrusions of operating systems or software.

Record Retention: *The Federal Equal Opportunities Act states that a creditor must preserve all written or recorded information connected with an application for 60 months. In keeping with the ECOA, the credit reporting agency requires that you retain the credit application and, if applicable, a purchase agreement for a period of not less than 60 months. When conducting an investigation, particularly following a breach or a consumer complaint that your company impermissibly accessed their credit report, the credit reporting agency will contact you and will request a copy of the original application signed by the consumer or, if applicable, a copy of the sales contract.*

Under Section 621 (a) (2) (A) of the FCRA, any person that violates any of the provisions of the FCRA may be liable for a civil penalty of not more than \$2,500 per violation.

Additional rules on employment screening

Client hereby certifies that it will ensure that prior to procurement or causing the procurement of a consumer report for purposes of employment, promotion, reassignment or retention of an employee that: (1) a clear and conspicuous disclosure has been made in writing to the consumer at any time before the report is procured or caused to be procured, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes; and (2) the consumer has authorized in writing the procurement of the report by Client. In using a consumer report for employment purposes, before taking any adverse action based in whole or in part on the report, Client shall provide to the consumer to whom the report relates: (1) a copy of the report; and (2) a description in writing of the rights of the consumer under FCRA in a

format approved by the Federal Trade Commission. Client requests for employment screening reports are pursuant to procedures prescribed by RA, are for a one-time use, and shall be held in strict confidence and not disclosed to any third parties not involved in the employment decision. The information from the consumer report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation. RA shall provide to Client employment screening reports for employment purposes, and shall not provide general consumer reports or other services to any subscriber for such purpose. Client shall provide to the consumer to whom the report relates a Summary of Consumer Rights as required by Section 609(c)(3) of FCRA with each report. By virtue of this certification, neither RA nor its data suppliers are providing legal advice to Client regarding FCRA. These disclosures to the consumer include:

- Consumer must be told if information in your file has been used against him or her.
- Consumer has a right to know what is in his or her file, and this disclosure may be free. If an employer relies on a consumer credit report and takes adverse action against consumer, consumer is entitled to receive a copy of that report from the employer.
- Consumer has the right to ask for a credit score (there may be a fee for this service).
- Consumer has the right to dispute incomplete or inaccurate information. Consumer reporting agencies must correct or delete inaccurate, incomplete or unverifiable information.
- Access to your file is limited. Consumer must get permission for reports to be furnished to employers.
- A summary of consumer rights under the Fair Credit Reporting Act are available by visiting or writing: (Para informacion en espanol, visite o escribe:) <http://www.ftc.gov/credit> or Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Avenue N.W., Washington, D.C. 20580

Additional rules on FICO scores

Additional rules governing FICO scores from TransUnion. Based on an agreement with TransUnion and Fair Isaac Corporation (Fair Isaac), RA has access to a unique and proprietary statistical credit scoring service jointly offered by TransUnion and Fair Isaac which evaluates certain information in the credit reports of individual consumers from TransUnion's database (Classic) and provides a score (the Classic Score). Client may desire to obtain Classic Scores from TransUnion in connection with consumer credit reports. Client will request Scores only for Client's exclusive use and may store Scores solely for Client's own use in furtherance of Client's original purpose for obtaining the Scores. Client has a permissible purpose for obtaining consumer reports, as defined by Section 604 of FCRA. Client shall not use the Score for model development or model calibration and shall not reverse-engineer the Score. All Scores provided hereunder will be held in strict confidence and may never be sold, licensed,

copied, reused, disclosed, reproduced, revealed or made accessible, in whole or in part to any Person except (i) to those employees of Client with a need to know and in the course of their employment; (ii) to those third party processing agents of Client who have executed an agreement that limits the use of the Scores by the third party to the use permitted to Client and contains the prohibitions set forth herein regarding model development, model calibration and reverse engineering; (iii) when accompanied by the corresponding reason codes, to the consumer who is the subject of the Score; or (iv) as required by law. Client recognizes that factors other than the Classic Score may be considered in making a credit decision. Such other factors include, but are not limited to, the credit report, the individual account history, and economic factors. TransUnion and Fair Isaac shall be deemed third party beneficiaries under this clause. Up to five score reason codes, or if applicable, exclusion reasons, are provided to Client with Classic Scores. These score reason codes are designed to indicate the reasons why the individual did not have a higher Classic Score, and may be disclosed to consumers as the reasons for taking adverse action, as required by the Equal Credit Opportunity Act (ECOA) and its implementing Regulation (Reg. B). However, the Classic Score itself is proprietary to Fair Isaac, may not be used as the reason for adverse action under Reg. B and, accordingly, shall not be disclosed to credit applicants or any other third party, except: (1) to credit applicants in connection with approval/disapproval decisions in the context of bona fide credit extension transactions when accompanied with its corresponding score reason codes; or (2) as clearly required by law. Client will not publicly disseminate any results of the validations or other reports derived from the Classic Scores without Fair Isaac and TransUnion's prior written consent. In the event Client intends to provide Classic Scores to any agent, Client may do so provided, however, that Client first enters into a written agreement with such agent that is consistent with Client's obligations under this agreement.

Moreover, such agreement between Client and such agent shall contain the following obligations and acknowledgments of the agent: (1) Such agent shall utilize the Classic Scores for the sole benefit of Client and shall not utilize the Classic Scores for any other purpose including for such agent's own purposes or benefit; (2) That the Classic Score is proprietary to Fair Isaac and, accordingly, shall not be disclosed to the credit applicant or any third party without TransUnion and Fair Isaac's prior written consent except (a) to credit applicants in connection with approval/disapproval decisions in the context of bona fide credit extension transactions when accompanied with its corresponding score reason codes; or (b) as clearly required by law; (3) Such Agent shall not use the Classic Scores for model development, model validation, model benchmarking, reverse engineering, or model calibration; (4) Such agent shall not resell the Classic Scores; and (5) Such agent shall not use the Classic Scores to create or maintain a database for itself or otherwise. Client acknowledges that the Classic Scores provided under this Agreement which utilize an individual's consumer credit information will result in an inquiry being added to the consumer's credit file. Client shall be responsible for compliance with all applicable federal or state legislation, regulations and judicial actions, as now or as may become effective including, but not limited to, the FCRA, the ECOA, and Reg. B, to which it is subject. Fair Isaac, the developer of Classic, warrants that the scoring algorithms as delivered to TransUnion and used in the

computation of the Classic Score (Models) are empirically derived from TransUnion's credit data and are a demonstrably and statistically sound method of rank-ordering candidate records with respect to the relative likelihood that United States consumers will repay their existing or future credit obligations satisfactorily over the twenty four (24) month period following scoring when applied to the population for which they were developed, and that no scoring algorithm used by Classic uses a "prohibited basis" as that term is defined in the ECOA) and Reg. B promulgated thereunder. Classic provides a statistical evaluation of certain information in TransUnion's files on a particular individual, and the Classic Score indicates the relative likelihood that the consumer will repay their existing or future credit obligations satisfactorily over the twenty four (24) month period following scoring relative to other individuals in TransUnion's database. The score may appear on a credit report for convenience only, but is not a part of the credit report nor does it add to the information in the report on which it is based.

THE WARRANTIES SET FORTH ARE THE SOLE WARRANTIES MADE UNDER THIS CLAUSE CONCERNING THE CLASSIC SCORES AND ANY OTHER DOCUMENTATION OR OTHER DELIVERABLES AND SERVICES PROVIDED UNDER THIS AGREEMENT; AND NEITHER FAIR ISAAC NOR TRANSUNION MAKE ANY OTHER REPRESENTATIONS OR WARRANTIES CONCERNING THE PRODUCTS AND SERVICES TO BE PROVIDED UNDER THIS AGREEMENT OTHER THAN AS SET FORTH HERE. THE WARRANTIES AND REMEDIES SET FORTH ABOVE ARE IN LIEU OF ALL OTHERS, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT MIGHT BE IMPLIED FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE). THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL ANY PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCURRED BY THE OTHER PARTIES AND ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF GOOD WILL AND LOST PROFITS OR REVENUE, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, INDEMNITY, OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING NOTWITHSTANDING, WITH RESPECT TO CLIENT, IN NO EVENT SHALL THE AFORESTATED LIMITATIONS OF LIABILITY, SET FORTH ABOVE IN SECTION 16, APPLY TO DAMAGES INCURRED BY TRANSUNION AND/OR FAIR ISAAC AS A RESULT OF: (A) GOVERNMENTAL, REGULATORY OR JUDICIAL ACTION(S) PERTAINING TO VIOLATIONS OF THE FCRA AND/OR OTHER LAWS, REGULATIONS AND/OR JUDICIAL ACTIONS TO THE EXTENT SUCH DAMAGES RESULT FROM CLIENT'S BREACH, DIRECTLY OR THROUGH CLIENT'S AGENT(S), OF ITS OBLIGATIONS UNDER THIS AGREEMENT. ADDITIONALLY, NEITHER TRANSUNION NOR FAIR ISAAC SHALL BE LIABLE FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS ADDENDUM BROUGHT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. IN NO EVENT SHALL TRANSUNION'S AND FAIR ISAAC'S

AGGREGATE TOTAL LIABILITY, IF ANY, UNDER THIS AGREEMENT, EXCEED THE AGGREGATE AMOUNT PAID, UNDER THIS ADDENDUM, BY CLIENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING ANY SUCH CLAIM, OR TEN THOUSAND DOLLARS (\$10,000.00), WHICHEVER AMOUNT IS LESS.

This Agreement may be terminated automatically and without notice: (1) in the event of a breach of the provisions of this supplement by Client; (2) in the event the agreement(s) related to Classic between TransUnion, Fair Isaac and RA are terminated or expire; (3) in the event the requirements of any law, regulation or judicial action are not met, (4) as a result of changes in laws, regulations or regulatory or judicial action, that the requirements of any law, regulation or judicial action will not be met; and/or (5) the use of the Classic Service is the subject of litigation or threatened litigation by any governmental entity.

Additional rules governing FICO scores from Experian. Client may access scores utilizing a statistical scoring model furnished by Experian and Fair, Isaac (Experian FICO score). Client shall limit its use of Experian FICO scores and reason codes solely to use in its own business with no right to transfer, sell, license, sublicense or distribute said Scores or reason codes to third parties. Notwithstanding any contrary provision of this Agreement, Client may disclose the Experian FICO score to credit applicants, when accompanied by the corresponding reason codes, in the context of bona fide lending transactions and decisions only. Client, its employees, agents or subcontractors, are prohibited from using the trademarks, service marks, logos, names, or any other proprietary designations, whether registered or unregistered, of Experian or Fair Isaac, or the affiliates of either of them, or of any other party involved in the provision of the Experian FICO score without such entity's prior written consent. Client may not attempt, in any manner, directly or indirectly, to discover or reverse engineer any confidential and proprietary criteria developed or used by Experian/Fair, Isaac in performing the Experian FICO score. The aggregate liability of Experian/Fair, Isaac to Client is limited to the lesser of the fees paid by RA to Experian/Fair, Isaac pursuant for the Experian FICO score resold to the pertinent Client during the six (6) month period immediately preceding the Client's claim, or the fees paid by Client to RA under this Agreement during said six (6) month period, and excluding any liability of Experian/Fair, Isaac for incidental, indirect, special or consequential damages of any kind. Client warrants that it has a "permissible purpose" under the Fair Credit Reporting Act, as it may be amended from time to time, to obtain the information derived from the Experian/Fair, Isaac Model. Client agrees to maintain internal procedures to minimize the risk of unauthorized disclosure and agrees that such Scores and reason codes will be held in strict confidence and disclosed only to those of its employees that "need to know" and to no other person. Client shall comply with all applicable laws and regulations in using the Scores and reason codes purchased. Experian/Fair, Isaac warrants that the Experian/Fair, Isaac Model is empirically derived and demonstrably and statistically sound and that to the extent the population to which the Experian/Fair, Isaac Model is applied is similar to the population sample on which the Experian/Fair, Isaac Model was developed, the Experian/Fair, Isaac Model score may be relied upon by Client to rank consumers in the order of the risk of unsatisfactory payment such consumers might

present to Client. Experian/Fair, Isaac further warrants that so long as it provides the Experian/Fair, Isaac Model, it will comply with the regulations promulgated from time to time pursuant to the Equal Credit Opportunity Act, 15 USC Section 1691 *et seq.* THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES EXPERIAN/FAIR, ISSAC HAV GIVEN RA AND/OR CLIENT WITH RESPECT TO THE EXPERIAN/FAIR, ISAAC MODEL AND SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, EXPERIAN/FAIR, ISAAC MIGHT HAVE GIVEN RA AND/OR CLIENT, FOR EXAMPLE, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. RA and each respective Client's rights under the foregoing Warranty are expressly conditioned upon each respective Client's periodic revalidation of the Experian/Fair, Isaac Model in compliance with the requirements of Regulation B as it may be amended from time to time (12 CFR Section 202 *et seq.*)

Additional rules on retail sellers

California Civil Code - Section 1785.14(a)

Section 1785.14(a), as amended, states that a consumer credit reporting agency does not have reasonable grounds for believing that a consumer credit report will only be used for a permissible purpose unless all of the following requirements are met:

Section 1785.14(a)(1) states: "If a prospective user is a retail seller, as defined in Section 1802.3, and intends to issue credit to a consumer who appears in person on the basis of an application for credit submitted in person, the consumer credit reporting agency shall, with a reasonable degree of certainty, match at least three categories of identifying information within the file maintained by the consumer credit reporting agency on the consumer with the information provided to the consumer credit reporting agency by the retail seller. The categories of identifying information may include, but are not limited to, first and last name, month and date of birth, driver's license number, place of employment, current residence address, previous residence address, or social security number. The categories of information shall not include mother's maiden name."

Section 1785.14(a)(2) states: "If the prospective user is a retail seller, as defined in Section 1802.3, and intends to issue credit to a consumer who appears in person on the basis of an application for credit submitted in person, the retail seller must certify, in writing, to the consumer credit reporting agency that it instructs its employees and agents to inspect a photo identification of the consumer at the time the application was submitted in person. This paragraph does not apply to an application for credit submitted by mail."

Section 1785.14(a)(3) states: "If the prospective user intends to extend credit by mail pursuant to a solicitation by mail, the extension of credit shall be mailed to the same address as on the solicitation unless the prospective user verifies any address change by, among other methods, contacting the person to whom the extension of credit will be

mailed."

In compliance with Section 1785.14(a) of the California Civil Code, Member hereby certifies to RA Member is NOT a retail seller, as defined in Section 1802.3 of the California Civil Code ("Retail Seller") and issues credit to consumers who appear in person on the basis of applications for credit submitted in person ("Point of Sale").

End User also certifies that if End User is a Retail Seller who conducts Point of Sale transactions, End User will, beginning on or before July 1, 1998, instruct its employees and agents to inspect a photo identification of the consumer at the time an application is submitted in person.

End User also certifies that it will only use the appropriate End User code number designated by Consumer Reporting Agency for accessing consumer reports for California Point of Sale transactions conducted by Retail Seller.

If End User is not a Retail Seller who issues credit in Point of Sale transactions, End User agrees that if it, at any time hereafter, becomes a Retail Seller who extends credit in Point of Sale transactions, End User shall provide written notice of such to Consumer Reporting Agency prior to using credit reports with Point of Sale transactions as a Retail Seller, and shall comply with the requirements of a Retail Seller conducting Point of Sale transactions, as provided in this certification.

Additional rules on Vermont consumers

Member acknowledges that it subscribes to receive various information services in accordance with the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999), as amended (the "VFCRA") and the Federal Fair Credit Reporting Act, 15, U.S.C. 1681 et. Seq., as amended (the "FCRA") and its other state law counterparts. In connection with Member's continued use of RA services in relation to Vermont consumers, Member hereby certifies as follows:

Vermont Certification. Member certifies that it will comply with applicable provisions under Vermont law. In particular, Member certifies that it will order information services relating to Vermont residents that are credit reports as defined by the Vermont Fair Credit Reporting Act ("VFCRA"), only after Member has received prior consumer consent in accordance with VFCRA Section 2480e and applicable Vermont Rules. Member further certifies that the below copy of Section 2480e of the Vermont Fair Credit Reporting Statute was received.

Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999) § 2480e. Consumer consent

(a) A person shall not obtain the credit report of a consumer unless:

1. the report is obtained in response to the order of a court having jurisdiction to issue

such an order; or

2. the person has secured the consent of the consumer, and the report is used for the purpose consented to by the consumer.

(b) Credit reporting agencies shall adopt reasonable procedures to assure maximum possible compliance with subsection (a) of this section.

(c) Nothing in this section shall be construed to affect:

1. the ability of a person who has secured the consent of the consumer pursuant to subdivision (a)(2) of this section to include in his or her request to the consumer permission to also obtain credit reports, in connection with the same transaction or extension of credit, for the purpose of reviewing the account, increasing the credit line on the account, for the purpose of taking collection action on the account, or for other legitimate purposes associated with the account; and

2. the use of credit information for the purpose of prescreening, as defined and permitted from time to time by the Federal Trade Commission.

VERMONT RULES * CURRENT THROUGH JUNE 1999 *****

**AGENCY 06. OFFICE OF THE ATTORNEY GENERAL SUB-AGENCY 031.
CONSUMER PROTECTION DIVISION**

**CHAPTER 012. Consumer Fraud--Fair Credit Reporting RULE CF 112 FAIR
CREDIT REPORTING**

CVR 06-031-012, CF 112.03 (1999) CF 112.03 CONSUMER CONSENT

(a) A person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing if the consumer has made a written application or written request for credit, insurance, employment, housing or governmental benefit. If the consumer has applied for or requested credit, insurance, employment, housing or governmental benefit in a manner other than in writing, then the person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing or in the same manner in which the consumer made the application or request. The terms of this rule apply whether the consumer or the person required to obtain consumer consent initiates the transaction.

(b) Consumer consent required pursuant to 9 V.S.A. §§ 2480e and 2480g shall be deemed to have been obtained in writing if, after a clear and adequate written disclosure of the circumstances under which a credit report or credit reports may be obtained and the purposes for which the credit report or credit reports may be obtained, the consumer indicates his or her consent by providing his or her signature.

(c) The fact that a clear and adequate written consent form is signed by the consumer after the consumer's credit report has been obtained pursuant to some other form of consent shall not affect the validity of the earlier consent.

Privacy Statement

This document was last updated on March 29, 2010.

1. Acknowledgment and acceptance of terms RentingAuthority.com, is committed to protecting your privacy. This Privacy Statement sets forth our current privacy practices with regard to the information we collect when you or your computer interact with our website. By accessing our websites, you acknowledge and fully understand our Website Privacy Statement and freely consent to the information collection and use practices described in this Website Privacy Statement.

2. Participating Merchant Policies Related services and offerings with links from this website, including vendor sites, have their own privacy statements that can be viewed by clicking on the corresponding links within each respective website. Online merchants and others who participate in RA services are encouraged to participate in industry privacy initiatives and to take a responsible attitude towards consumer privacy. However, since we do not have direct control over the policies or practices of participating merchants and other third parties, we are not responsible for the privacy practices or contents of those sites. We recommend and encourage that you always review the privacy policies of merchants and other third parties before you provide any personal information or complete any transaction with such parties.

3. Information We Collect and How We Use It RA collects certain information from and about its users three ways: directly from our Web Server logs, the user, and with Cookies.

a. Web Server Logs When you visit our Website, we may track information to administer the sites and analyze its usage. Examples of information we may track include:

- Your Internet protocol address.
- The kind of browser or computer you use.
- Number of links you click within the sites.
- State or country from which you accessed the site.s
- Date and time of your visit.
- Name of your Internet service provider.
- Web page you linked to our sites from.
- Pages you viewed on the sites.

b. Use of Cookies RA may use cookies to personalize or enhance your user experience. A cookie is a small text file that is placed on your hard disk by a Web page server. Cookies cannot be used to run programs or deliver viruses to your computer.

Cookies are uniquely assigned to you, and can only be read by a Web Server in the domain that issued the cookie to you.

One of the primary purposes of cookies is to provide a convenience feature to save you time. For example, if you personalize a web page, or navigate within a site, a cookie helps the site to recall your specific information on subsequent visits. Hence, this simplifies the process of delivering relevant content and eases site navigation by providing and saving your preferences and login information as well as providing personalized functionality.

You have the ability to accept or decline cookies. Most Web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies. If you reject cookies by changing your browser settings then be aware that this may disable some of the functionality on our Website.

Personal Information Users Visitors to our websites can register to purchase services. When you register, we will request some personal information such as name, address, email, telephone number or facsimile number, account number and other relevant information. If you are purchasing a service, we will request financial information. Any financial information we collect is used only to bill you for the services you purchased. If you purchase by credit card, this information may be forwarded to your credit card provider. For other types of registrations, we will ask for the relevant information. You may also be asked to disclose personal information to us so that we may provide assistance and information to you. For example, such data may be warranted in order to provide online technical support and troubleshooting.

You agree that we may retain details of transactions you make on our website for the following uses: 1) we may share certain aggregated demographic information with our business partners regarding the users of our websites; 2) we may share certain personally identifiable consumer information with our business partners regarding applicants and other consumers; and 3) we may from time to time communicate service offerings to applicants and other consumers via our co-marketing partners.

Subject to the above paragraph, we will not disclose personally identifiable information we collect from you to third parties without your permission except to the extent necessary including:

- To fulfill your service requests for services,
- To protect ourselves from liability,
- To respond to legal process or comply with law, or
- In connection with a merger, acquisition, or liquidation of our company.

4. Use of Web Beacons or GIF files Some RA web pages may contain electronic images known as web beacons, sometimes also called single-pixel gifs, that allow RA to count users who have visited those pages and to deliver co-branded services. RA may

include web beacons in promotional e-mail messages or newsletters in order to determine whether messages have been opened and acted upon.

Some of these web beacons may be placed by third party service providers to help determine the effectiveness of our advertising campaigns or email communications. These Web beacons may be used by these service providers to place a persistent cookie on your computer. This allows the service provider to recognize your computer each time you visit certain pages or emails and compile anonymous information in relation to those page views, which in turn enables us and our service providers to learn which advertisements and emails bring you to our website and how you use the site. RA prohibits web beacons from being used to collect or access your personal information.

5. Accessing Web Account Information We provide you with the means to ensure that personally identifiable information in your web account file is correct and current. You may review this information by contacting us by the methods listed on our site.

6. Changes to this Statement RA has the discretion to occasionally update this privacy statement. When we do, we will also revise the updated date at the top of this Privacy page. We encourage you to periodically review this privacy statement to stay informed about how we are helping to protect the personal information we collect. Your continued use of the service constitutes your agreement to this privacy statement and any updates.

7. Contacting Us If you have questions regarding our Privacy Statement, its implementation, or adherence to this Privacy Statement and/or our general practices, contact us by the methods listed on our site. RA will use commercially reasonable efforts to promptly respond and resolve any problem or question.