Terms of Agreement

By submitting this electronic application, you declare that all your statements in this application are true and complete. You authorize Tricon American Homes, its owners, agents, representatives, and/or affiliates, ("Tricon American Homes" or "Tricon") to verify this information through any and all legal means, including any consumer or criminal record, reporting agencies, personal and professional references, employers and other rental housing owners. If you fail to answer any question or give false information, Tricon may reject your application, retain all application fees and deposits as liquidated damages for its time and expense, and terminate your right of occupancy. You further authorize Tricon American Homes to obtain from any law enforcement agency, present or past employer or supervisor, landlord, finance bureau/office, credit bureau, collection agency, college, university or other institute of learning or certification, private business, military branch or the national personnel records center, personal reference, and/or other persons, and authorize the same to give records or information that they may have concerning your criminal history, motor vehicle history, earnings history, credit history, character, employment records, record of attendance and earned degrees or certificates, or any other information requested, whether the said records are private or public, and including those which may be deemed to be privileged or confidential in nature; and you irrevocably and unconditionally release all such persons, including any named or unnamed informant, from any liability resulting from the furnishing of this information. You also acknowledge that our privacy policy is available to you.

Security Deposit Agreement

Applicant understands that once this Agreement is submitted by Applicant and such application is approved, and if a security deposit is received by Tricon, the premises will be removed from the rental market and reserved for Applicant, and other potential applicants will be turned away. Note that a binding Lease Agreement will be subject to Tricon's acceptance of Applicant's application, and subject to Tricon and Applicant entering into a separate Rental/Lease Agreement.

Applicant's Failure to Enter into Lease Agreement. If Applicant, after approval, chooses to revoke the application, Tricon may retain the application fees and holding fees.

Qualification Criteria: the following is an overview of the qualification criteria for Tricon American Homes' rental terms and conditions.

Who must apply? – All occupants must be included on the application. Applicants who are 18 years of age or older must complete an application and meet our screening criteria. In the event an Applicant who is 18 years of age or older is considered an adult dependent, such Applicant must have his or her legal guardian complete and submit the application on his or her behalf.

Persons considered to be an adult under applicable law may apply if under 18 years of age. Persons must have the ability to execute a contract under applicable law.

Occupancy Guidelines – The home may be occupied with the below general occupancy standards applied based on two (2) persons per bedroom, plus one. Some areas will have local laws which apply to occupancy limits. In this case, Tricon shall defer to such local laws to follow occupancy guidelines.

Number of Bedrooms	Number of Occupants
One Bedroom	Three Persons
Two Bedrooms	Five Persons
Three Bedrooms	Seven Persons
Four Bedrooms	Nine Persons
Five Bedrooms	Eleven Persons

Application Consideration – All applications will be reviewed and a consumer credit report, public record search and/or an investigative consumer report, that discloses the Applicant's character, general reputation, personal characteristics and mode of living, will be obtained and a copy of such report provided to the Applicant if requested. Credit status, background history, landlord reference and income verification and visual inspection of the inside of the home are some of the factors considered in the approval of an application.

Application Information – We require the following documentation and/or activities as part of the application process: (1) Completed online Applicant screening application; (2) $45 application fee per Applicant; (3) two (2) years of verifiable rental history; (4) income verification; and (5) one (1) form of government/bank issued identification (i.e. Driver License, State Issued ID Card, Social Security Card, Resident Alien Card, Official Passport Book).

If the home you're applying for is in **Atlanta**, **Charlotte**, **Columbia** or **Tampa**, you will be charged a $250 holding fee in addition to the application fee. If you are approved and moved in, the $250 will be applied to your first month's rent. If you are approved and do not move in, you will forfeit the $250. If you are denied, you will be refunded the $250.

The first applicant(s) has 24 hours to submit the aforementioned documents. If all required documents are not submitted within 24 hours, the application will be canceled. Once these items have been collected, Tricon American Homes shall proceed with the application process. Each Applicant to complete such requirements thereafter will be processed in the order in which he/she submits the aforementioned documents. Tricon may request additional documents and/or information on a case by case basis.

Credit Report – A credit report will be automatically processed for all Applicants. Details including, but not limited to, verified credit and rental history will be entered into a scoring model to determine eligibility and security deposit requirements. Lack of credit history may result in an increased security deposit.

Rental History – Tricon American Homes takes into consideration the Applicant's positive rental history (as defined below) for the

prior two (2) years in approving or deny their application. Late payments, NSFs, collections, and write offs may negatively impact Applicant's eligibility. Written verification from the Applicant's current landlord and/or previous landlord may be required. Positive rental history of less than two (2) years may be conditionally approved with a security deposit equal to 1.5 months' worth of rent.

Positive Rental History - means that an Applicant has a history of consistently paying his/her rent on time and has no documented reports of damage or destruction to prior residences. Positive rental history includes, but is not limited to:

A. Maintaining a credit report with no major blemishes;
B. Consistently paying one's bills on time;
C. No large outstanding debts or other issues that would cause one's credit score to plummet;
D. No evictions;
E. No criminal record; and
F. No documented reports of damage or destruction to prior residences.

Negative Rental History - Applicants with negative rental history may not be accepted. Negative rental history is considered but not limited to:

A. More than two (2) late bills and/or rental payments in a 12-month period;
B. More than one (1) occurrence of non-sufficient funds in a 12-month period;
C. More than one (1) service of a Notice to Pay Rent (or similar notice pursuant to the home's location) in a 12-month period;
D. Unauthorized occupants or pet;
E. Documented complaints for lease violations or damage to the premise;
F. Housekeeping issues, pest infestations or bed bugs;
G. Outstanding charges/damages owed to a landlord; and/or
H. Unlawful detainer or eviction within the last 3 years
   If the eviction occurred within the last 3-5 years, the Applicant may be considered with an increased security deposit.

Bankruptcy – Tricon American Homes will take into consideration whether an Applicant has had a past bankruptcy or currently has an open bankruptcy in determining its approval or rejection of their application.

Income – The household income of all Applicant(s) must have a minimum combined gross income of three (3) times the monthly rent. Income must be legal and verifiable.

EXAMPLE*

Monthly Rent = $1,200.00

Combined Monthly Gross Household Income = $3,600.00

Acceptable Documents for Income Verification: the following categories are organized based on the applicable documents Applicants must submit in order to complete the application process.

Employment – Such Applicant(s) must provide pay stubs that are current and consecutive for the prior thirty (30) days. If an Applicant's new employment is to begin shortly, he/she must provide a "letter of intent" to hire, signed and dated from the employer.

Military – Such Applicant(s) must provide TRICON with their most recent Leave and Earnings Statement.

Self-Employment – Such Applicant(s) must provide the previous year's income tax return and the previous two month's bank statements, or twelve months of financial statements to be reviewed at Tricon's discretion. Seasonal employment must be verified by providing the prior year's tax return.

Unemployment, Social Security, Retirement – Such Applicant(s) must provide the most recent statement from the source of the income. As an alternative, Applicant(s) must also provide the previous year's income tax return and the previous two month's bank statements, or twelve months of financial statements.

Child Support, Alimony – Such Applicant(s) must provide the most recent award letter. The award letter must indicate the dates and frequency of payment.

Student Financial Aid – Such Applicant(s) who received financial aid as a student must provide the Financial Aid Award Letter, I-20 or Loan Documents.

Undocumented Income – If Applicant has undocumented income, Tricon American Homes requires a security deposit equal to 1.5 months' worth of rent and three (3) month's prepaid rent. Prepaid rent will be allocated to the last three (3) months of the lease term.

Criminal History – Tricon may consider whether an Applicant has been convicted of fraud, theft, possession and/or distribution of controlled substances, assault, battery and/or other violent crime, misdemeanor, and/or for other convictions of illegal activity in determining its approval or rejection of such Applicant's application.

Housing Assistance – Such Applicants receiving housing assistance will be required to meet the household minimum of combined gross income of three (3) times the monthly rent and credit score requirements. All other requirements of the application process remain the same.

Additional Information and Requirements:

Pets and Animals - Pets are allowed unless your city or county ordinance has breed restrictions. Pit Bulls, Rottweilers, Doberman Pinchers or any dog that has the above breeds in their lineage are not allowed at any home managed by Tricon American Homes.

No more than three (3) animals are allowed per home. The animal fee required will be based on the number of animals. Aquariums will be allowed with a 20-gallon maximum only with proof of insurance for the entire term of the lease. A pet fee of $250 per pet, and $25 per month in pet rent will be assessed.

Service animals assisting residents and guests with disabilities are always permitted.

Renter's Insurance Requirement – Applicants are required to carry a minimum of $100,000 Property Loss and Personal Liability Insurance coverage. In addition, we require that you identify Tricon as "Additionally Insured" (or similar language as may be available) on the renter's liability insurance policy.

Move-in Fund/Requirements – The amount of the funds due at move-in must be paid by cashier's check or money order. Two separate cashier's checks or money orders are required for the rent and any deposits due. A copy of government issued photo identification

must be provided at move-in to verify identity. Upon approval of the Application and satisfaction of all conditions herein, Applicants will complete a move-in orientation of the home advance of the move-in date, with a Tricon American Homes' representative, to review the condition upon move-in. The Tricon American Homes representative will also show the Applicant(s) how to properly operate and maintain the home.

Application Does Not Create a Lease - This application, even if accepted, shall under no circumstances be considered a lease agreement, or an offer to lease, between Applicant and Tricon. No lease shall exist between Applicant and Tricon unless and until the parties enter into a formal Lease Agreement and Applicant pays all required fees, deposits and advance rent and satisfies all conditions and requirements herein and pursuant to such Lease.

Commitment to Equal Housing - Tricon American Homes complies with all applicable state and federal fair housing laws, including, without limitation, the Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended), for the achievement of equal housing opportunities for all rental applicants and tenants throughout each of the states in which we operate. We encourage, foster and support an affirmative advertising, marketing and rental program in which there are no barriers to obtaining or enjoying housing because of race, color, religion, sex, handicap (disability), familial status, national origin or any other class of persons recognized under any applicable federal, state or local laws, rules or regulations. In addition, it is our policy to make reasonable accommodations for persons with disabilities in accordance with applicable fair housing laws.

Notification of Approval or Rejection of Application – Tricon will notify Applicant of its approval or rejection of the application and provide a reason for such approval or rejection.

Conditional Approvals – Applicants approved with conditions will be required to pay an additional security deposit as determined by management and allowed by law.

Falsification of Application - Any falsification in Applicant's paperwork will result in the automatic denial of Application. In the event that an Applicant falsifies his/her paperwork, Tricon has the right to retain all application deposits and fees paid to apply towards liquidated damages. Falsification of application is also grounds to terminate the Lease regardless of when the falsification is discovered.

Approved Applicants – Approved Applicants are required to execute a Lease Agreement and submit the full security deposit within 48 hours after approval of the Lease. The Lease start date must be within 14 days after approval.

ELECTRONIC COMMUNICATION AGREEMENT

ELECTRONIC SIGNATURE: By electronically signing this Agreement, you agree that your Electronic Signature ("Electronic Signature") is the legally binding equivalent to your handwritten signature. Whenever and wherever you execute your Electronic Signature, it has the same validity and meaning as your handwritten signature. You will not, at any time in the future, repudiate the meaning of your Electronic Signature or claim that your Electronic Signature is not legally binding. You further agree that no certification authority or third party verification is necessary to validate your Electronic Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your Electronic Signature or any resulting contracting between you and TRICON.

You understand that you have the option of receiving statements, records, disclosures, newsletters, and other communications (collectively "records") from TRICON on paper or otherwise in non-electronic format. However, you prefer to receive all records electronically, to use your Electronic Signature where feasible and to generally conduct paperless business with TRICON.

You understand that you have the right to withdraw consent to receive records electronically and you may receive records in paper format. You understand that TRICON may choose to send you records in paper format regardless of this Agreement. If you withdraw consent or request a paper copy of an electronic record, you understand that TRICON may elect to charge you fees. You understand that your consent may be withdrawn through electronic means by sending an Electronic mail message ("email") with your name and mailing address to info@triconah.com or by calling 1-844-TRICON1. You may also use these means to obtain a paper copy of an electronic record. You understand that it shall be your responsibility to continuously update TRICON with your contact information, but particularly if you switch from electronic to paper statements.

All records transmitted electronically are deemed to be valid and authentic and you agree that they will be given the same legal effect as written and signed paper records.

You understand that by consenting to receive electronic records, you are consenting to do so relating to all records sent by TRICON now or in the future, unless you cancel this authorization via the means described above. This consent is broad and applies to all categories of transactions you will conduct with TRICON.

The following is the minimum hardware and software requirements for access to and retention of electronic records, and you affirmatively state that you have the ability to meet these requirements in order to view electronic records:

Windows Minimum Requirements: Windows XP or newer

- Minimum 512 MB RAM
- Pentium Processor
- Internet Explorer 6 or newer
- Internet Connection

Mac Minimum Requirements

- Mac OS X
- 128 MB RAM Minimum
- Safari Browser
- Internet Connection

You understand that from time to time there may be additional hardware or software requirements necessary to receive electronic records from TRICON and that you will be responsible for informing TRICON if you are unable to access your records electronically.

You agree that TRICON has no liability to you whatsoever for any loss, claim, or damages arising or in any way related to your responses to any electronic records, upon which TRICON has in good faith relied. At all times, you maintain the sole obligation to ensure that you are capable of receiving electronic communications and access to them on a regular and diligent basis.

I have read the foregoing and affirmatively consent to receiving electronic records from TRICON. I understand that if I change my

email address or any other contact information, it is my responsibility to update TRICON. I confirm that I have the ability to access all such records in an electronic format and have chosen to do so on behalf of all joint owners on this account, if any.

YARDI SYSTEMS, INC. TERMS OF SERVICE

These Terms of Service (these "Terms" or the "Agreement") of Yardi Systems, Inc. ("Yardi") apply to persons or entities who access this website or related downloadable mobile application (collectively, the "Site"), including without limitation renters and potential renters (collectively, with all persons or entities who access the Site, "Users", "you" or "your"). Yardi hosts and maintains this Site on behalf of the Property Management Company. The "Property Management Company" is the legal entity that owns or manages the property shown on this Site.

This Site is a technology platform that facilitates the development and delivery of innovative renter-related services, including assisting prospective renters in their search for a new place to live, and managing and facilitating various activities and transactions between Users and the Property Management Company related to the property shown on the Site (the "Services"). The Site allows prospective and current residents of properties that use the Site to take advantage of a range of services designed to make their relationship with the Property Management Company as pleasant as possible.

The Site content is owned by Property Management Company but hosted by Yardi Systems, Inc. (collectively, with its subsidiaries and affiliates, "Yardi", "we", "us" or "our"). Since 1982, Yardi has been dedicated to the design, development, and support of property management software. Throughout these Terms, all references to the Site shall include the websites of affiliates and subsidiaries of Yardi that are involved with the operation of the Site or the provision of the Services.

IMPORTANT – PLEASE READ CAREFULLY. THESE TERMS CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND YARDI. THIS AGREEMENT ALONG WITH ANY OTHER TERMS THAT MAY BE POSTED ON THE SITE WITH RESPECT TO SERVICES, AND ANY OTHER WRITTEN AGREEMENTS OR CONTRACTS BETWEEN YOU AND YARDI THAT INCORPORATE THESE TERMS BY REFERENCE, SET FORTH THE COMPLETE TERMS AND CONDITIONS UNDER WHICH YOU MAY ACCESS AND USE THE SITE AND THE SERVICES. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT USE THE SITE OR THE SERVICES.

1. YOUR ACCEPTANCE. Yardi is pleased to provide the Site and the Services conditioned upon your acceptance, and we hope that you will find the Site informative and useful. BY USING THE SITE, YOU EXPRESSLY ACCEPT AND CONSENT TO THESE TERMS WITHOUT QUALIFICATION. YARDI MAY AMEND THESE TERMS FROM TIME TO TIME. SHOULD THESE TERMS BE MODIFIED IN ANY WAY, THE NEW TERMS WILL BE POSTED TO THIS WEBPAGE. BY USING THE SITE AFTER THE EFFECTIVE DATE OF ANY MODIFICATION TO THESE TERMS, YOU EXPRESSLY CONSENT, WITHOUT QUALIFICATION, TO THE MODIFIED TERMS.

2. YARDI IS NOT A PARTY TO ANY RENTAL TRANSACTIONS.

2.1 The Site serves as a platform for the Property Management Company to provide the Services. Yardi does not own or manage the properties listed on the Site and does not enter into rental contracts for those properties. Although the Site may lead to certain business transactions expressly agreed to between Yardi and Users, Yardi is not a party to any transactions between Users and the Property Management Company other than providing the Site. AS A RESULT, YARDI SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR INFORMATION, THE CONTENTS OF ANY DOCUMENTS, OR FOR ANY OTHER INTERACTIONS BY, BETWEEN OR AMONG USERS, OR PROPERTY MANAGEMENT COMPANY THROUGH THE SITE.

2.2 You are responsible for how you use the Site, and Yardi encourages anyone who accesses the Site, including Users, to exercise sound judgment when entering into property rental transactions. IN THE EVENT THAT YOU HAVE A DISPUTE WITH THE PROPERTY MANAGEMENT COMPANY, YOU RELEASE YARDI FROM ANY 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.

3. ACCESS TO AND USE OF THE SITE.

3.1 Yardi provides you with certain information and functionality through the Site. You are solely responsible for providing all equipment necessary to establish a connection to the Internet, access to the Internet, and any telephone, wireless or other connection and service fees associated with such access.

3.2 Yardi has the right, but not the obligation, to take any of the following actions without providing any prior notice to you: (a) change or terminate all or any part of the Site or the Services; (b) restrict or terminate your access to all or any part of the Site or the Services; or (c) refuse, move, or remove any content that is available on the Site and any material that you submit to the Site.

3.3 Subject to your compliance with these Terms, Yardi hereby grants you permission to access and use the Site and the Services, provided that you shall not (and shall not allow any third party to): (a) engage in commercial use of the Site or any content on the Site; (b) reproduce, copy, display, store, perform, re-post, publish, transmit, distribute, sell, offer for sale, license, modify, create derivative works, or otherwise use any portion of the content offered on the Site for other than your own personal, non-commercial use; (c) remove any copyright, trademark or other proprietary rights notices contained in or on the Site or Service or in or on any content or other material obtained via the Site or the Services; (d) use any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve or index any portion of the Site or the Services, including, but not limited to, for purposes of constructing or populating a searchable database of business or property reviews; (e) collect or harvest any information about other users or members (including usernames and/or email addresses) for any purpose; (f) reformat or frame any portion of the web pages that are part of the Site or the Services; (g) create user accounts by automated means or under false, misleading or fraudulent pretenses; (h) create or transmit unwanted electronic communications such as "spam" to other users or members of the Site or the Services or otherwise interfere with other users' or members' enjoyment of the Site or the Services; (i) transmit any viruses, worms, defects, Trojan horses or other items of a destructive nature; (j) use the Site or the Services to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material, including any material that may be deemed threatening or obscene; (k) copy or modify the HTML code used to generate web pages on the Site; (l) use any device, software or procedure that interferes with the proper working of the Site or the Services, or otherwise attempt to interfere with the proper working of the Site or the Services; (m) take any action that imposes, or may impose in Yardi's sole discretion, an unreasonable or disproportionately large load on our IT infrastructure; (n) modify, adapt, translate, or reverse engineer any portion of the Site or the Services; or (o) use the Site or the Services, intentionally or unintentionally, to violate any applicable international, national, federal, state, provincial, or local law or regulation, including, but not limited to, Fair Housing laws and regulations.

4. CONTENT AND SERVICES NOT PROVIDED.

4.1 Yardi has no responsibility or duty to review, approve or pre-screen any content posted on the Site by any third party (including the Property Management Company), and Yardi is not responsible for such content. You understand that all property information, lease agreements, rental terms, postings, messages, text, images, photos, files, video, and other information, materials or documents posted on the Site or transmitted through or in connection with the Services by the Property Management Company, Users, advertisers, or others (the "Non-Yardi Content") are the sole responsibility of the Property Management Company, owners, Users, advertisers, or others from whom such Non-Yardi Content originated. YARDI DISCLAIMS ANY AND ALL LIABILITY RELATING TO THE USER CONTENT. YARDI DOES NOT GUARANTEE, AND YOU SHALL NOT HOLD YARDI RESPONSIBLE FOR, THE NON-YARDI CONTENT (INCLUDING THE ACCURACY OR TRUTH OF SUCH NON-YARDI CONTENT), OR THE NATURE, SAFETY, QUALITY, CONDITION, MANAGEMENT OF ANY RENTAL UNITS OR PROPERTIES ON THE SITE OR THE COMPLIANCE WITH ANY LAWS, REGULATIONS OR RULES THAT MAY BE APPLICABLE TO SUCH PROPERTIES. YOU AGREE THAT YOU BEAR SOLE RESPONSIBILITY FOR EVALUATING, AND ARE SOLELY RESPONSIBLE FOR ALL RISKS ASSOCIATED WITH, THE USE OF ANY NON-YARDI CONTENT, AND THAT UNDER NO CIRCUMSTANCES WILL YARDI BE LIABLE FOR ANY NON-YARDI CONTENT OR FOR ANY DAMAGE OR LOSS OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY NON-YARDI CONTENT.

4.2 Yardi reserves the right, but does not have any obligation, in its sole discretion, to delete or refuse to post any Non-Yardi Content that violates the letter or spirit of any applicable agreements between Yardi and the Property Management Company, Users, advertisers, or others posting or seeking to post any content, or for any other reason.

4.3 You acknowledge and agree that Yardi provides only the Services as described in these Terms or as otherwise expressly provided on the Site by Yardi; Yardi does not provide, and bears no responsibility or liability for, any other content or services, including but not limited to the following:

(a) Lease transactions, including without limitation, negotiations, offers, agreements, establishing rents or fees, or any related communications (although the Services do facilitate these transactions between the Property Management Company and User);

(b) Legal, brokerage or other related professional services or advice;

(c) Inspection, screening or pre-approval of rental properties;

(d) Verification, screening or pre-approval of property listings; or

(e) Evaluation, screening or pre-approval of the Property Management Company or other advertisers who post listings or other content on the Site.

In the event that you desire, require, or need assistance with any such services or any other services not provided through the Site, you are solely responsible for obtaining them from a qualified third party.

5. ADDITIONAL REQUIREMENTS.

5.1 Certain aspects of the Services may be subject to additional requirements, guidelines, other technical and non-technical specifications, or other rules or policies of Yardi in addition to those set forth in these Terms (the "Yardi Requirements"). All such Yardi Requirements will be posted in appropriate locations on the Site and by this reference are incorporated into these Terms. In the event of a conflict between the Yardi Requirements and these Terms, the Yardi Requirements shall take precedence.

5.2 In some cases, the Property Management Company may impose their own additional requirements on Users in connection with rent-related transactions and activities facilitated through the Site. Any such requirements are imposed solely by the Property Management Company; are the sole and exclusive responsibility of the Property Management Company imposing them; are wholly unrelated to any Yardi Requirements; and Yardi shall have no responsibility of any kind for such requirements imposed by the Property Management Company.

6. MODIFICATIONS. Yardi may modify or update these Terms from time to time, in its sole discretion, and reserves the right at any time and from time to time to modify, suspend or discontinue, temporarily or permanently, the Site or any part thereof, or any or all of the Services, or any Site features, with or without notice and without liability to you. You agree that Yardi has no responsibility or liability for the failure of the Site and the deletion of other content maintained or transmitted by the Site. You further agree that Yardi shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Site. Modifications to these Terms, including but not limited to any Yardi Requirements, will be posted on the relevant area of the Site and will be effective immediately upon posting. You can review the most current version of the Terms at any time by clicking on the "Terms of Service" link located on webpages throughout the Site. You agree to review the Terms from time to time to ensure you are updated as to any modifications. By continuing to use the Site or Services following any such modification, you accept and agree to be bound by such modifications. IF ANY MODIFICATION IS NOT ACCEPTABLE TO YOU, YOUR SOLE AND EXCLUSIVE REMEDY AND RECOURSE IS TO DISCONTINUE USE OF THE SITE AND THE SERVICES.

7. ACCOUNT REGISTRATION AND USE. In order to use certain features of the Site or the Services, you will have to register and create a password-protected account ("Your Account") and/or submit property listings, lease agreements, rental terms, postings, messages, text, images, photos, files, video, and other information, materials or documents (collectively, "Information and Material").

7.1 Your Account. You agree to: (a) provide true, accurate, current, and complete information as prompted by the registration form; and (b) maintain and update such information to keep it true, accurate, current, and complete at all times. Yardi reserves the right to delete Your Account and refuse any and all current or future use of the Site (or any portion thereof) without notice if you are found to have misrepresented your age, identity, or any other information submitted in connection with Your Account or if Yardi has reasonable grounds to suspect that such information is untrue, inaccurate, incomplete or not current. You are responsible for maintaining the confidentiality of your password, your email address and Your Account, and are fully responsible for all activities that occur under your password and Your Account. You agree to: (i) immediately notify Yardi of any unauthorized use of your password or account, or any other breach of security, (ii) immediately change your password if you become aware that Your Account has been compromised, (iii) ensure that you fully exit from Your Account at the end of each session. You agree and acknowledge that you will not allow others to utilize Your Account and that you will not disclose your Site password to anyone. You will be solely responsible for safeguarding your password and also for any actions under your password and Account, whether authorized by you or not. If you lose control of your password, you may lose substantial control of your personal information and could potentially be subject to legally binding actions taken on your behalf. You further agree not to use anyone else's password on the Site or attempt to gain access to the Site account of any other user.YARDI CANNOT AND WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM YOUR FAILURE TO COMPLY WITH THIS SECTION.

7.2 Privacy Policy and Your Information and Material. By submitting Information and materials and in order for Yardi to provide you with the Services, you hereby consent to Yardi's use and sharing of your Information and materials as described in the applicable the Privacy Policy, which is incorporated into these Terms by this reference. The Privacy Policy can be accessed by clicking on the "Privacy Policy" link located on webpages throughout the Site. In the event of a conflict between the applicable Privacy Policy and these Terms, the Privacy Policy shall take precedence. In addition, you hereby represent and warrant that your Information and Materials: (a) do not and will not, directly or indirectly, violate, infringe or breach any duty toward or rights of any person or entity, including without limitation any Fair Housing, copyright, trademark, service mark, trade secret, other intellectual property, publicity or privacy right; (b) are not fraudulent, misleading, hateful, tortious, defamatory, slanderous, libelous, abusive, violent, threatening, profane, vulgar or obscene; (c) do not harass others, promote bigotry, racism, hatred or harm against any individual or group, promote discrimination based on race, sex, religion, nationality, sexual orientation or age, or otherwise interfere with another party's use of the Site or the Services; (d) do not promote illegal or harmful activities; and (e) are not illegal, unlawful or contrary to the international, national, federal, state, provincial, or local laws or regulations applicable to the User Materials where created, displayed or accessed.

7.3 Communications. Although Yardi provides a platform through the Site and the Services through which Users may communicate with various other users, property managers, owners, advertisers, or other persons or entities (collectively, a "third-party") (the "communications"), Yardi is not involved in those third-party communications and is not responsible or liable under any circumstances for the content of any third-party communications, or for any absence of communications by a third-party. The contents of such third-party communications are determined solely by the third-party responsible for the communications, and not Yardi. Yardi is only responsible for the content of information issued directly by Yardi. You acknowledge and agree that you will address any issues or concerns about third-party communications with the responsible third-party by contacting said third-party directly and not Yardi. Yardi shall not become involved in any matters pertaining to third-party communications except where the issue is solely attributable to a malfunction or error occurring on the Site or in connection with the Services.

7.4 Renter Screening. As part of the Services, Users may be permitted to submit information through the Site for the purpose of conducting a User background check or screening on behalf of the Property Management Company (a "Screening"). Information that you submit through the Site for the purpose of such Screening shall be treated in accordance with the Privacy Policy. Your submission of the information requested for a Screening shall constitute your consent to the Screening process. Screenings also may be governed by other Yardi Requirements as may be disclosed to you in connection with the Screening. You acknowledge that you will address any issues or concerns with any Screenings, including the results of any Screenings, by contacting the Property Management Company, or as otherwise permitted under the Yardi Requirements applicable to the Screening or as otherwise required by law. Yardi shall not become involved in Screening related issues except where the issue is solely attributable to a malfunction or error occurring on the Site or in connection with the Services or as otherwise specified in the Yardi Requirements applicable to the Screening or as otherwise required by law.

7.5 Payments. Except as expressly provided below, any payments you submit through the Site including rental deposits, rental payments, or any other services or transactions, are for services provided by the Property Management Company or a party other than Yardi. The total payment amounts required for those transactions are determined solely by you and any other party with whom you are entering into an agreement, and not by Yardi. You acknowledge that you will address any discrepancies, issues or concerns with such payments by contacting the other party directly, rather than Yardi. Yardi shall not be involved in such issues except where the issue is solely attributable to a malfunction or error occurring on the Site or in connection with the Services. However, Users may take advantage of certain Services that have a charge associated with them such as screening services, lease execution fees, and the like, that is imposed by Yardi or other third-party, which may or may not be a subsidiary or affiliate of Yardi. Yardi or such other company may collect these fees directly from Users as provided by the Site or the Services.

7.6 Rental Agreements. Any rental agreements that you enter into through the Site (including but not limited to those agreements for which you electronically sign a lease or rental agreement) are for services provided by the Property Management Company or another party other than Yardi. Although Yardi provides the Site as a platform for the Services through which Users may execute rental or lease agreements and enter into binding contracts with third parties, Yardi is not involved in, is not liable for, and is not a party to those transactions. The terms of those transactions are determined solely by you and the third-party with whom you are entering into said contract, and not by Yardi. You acknowledge that you will address any issues or concerns with such agreements with said third-parties directly, rather than Yardi. Yardi shall not be involved in any issues relating to such agreements except where the issue is solely

attributable to a malfunction or error occurring on the Site or in connection with the Services. If you choose to use the electronic signature lease execution functionality of the Site, you understand, acknowledge and agree that you have carefully reviewed the disclosure relating to use of your electronic signature to execute a lease and will not execute a lease with your electronic signature without providing your consent to use your electronic signature. You agree that you will rely on your own legal counsel to determine the sufficiency of the electronic signature execution of the lease and its enforceability and that Yardi makes no warranty or other representation with respect to the sufficiency of the electronic signature execution of the lease under applicable international, national, federal, state, provincial or local laws or regulations.

8. YARDI'S RIGHTS. You acknowledge that Yardi has the right to investigate and prosecute violations of these Terms, including intellectual property, publicity and privacy rights infringement and Site security issues, to the fullest extent of the law. Yardi may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms. You acknowledge that Yardi has no obligation to monitor your access to or use of the Site or the Services, but has the right to do so for the purpose of operating the Site, to ensure your compliance with these Terms or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body.

9. SITE CONTENT GENERALLY. It is solely your responsibility to evaluate the accuracy, completeness, and usefulness of all opinions, advice, statements, representations, services, and other information provided through the Site. Yardi does not endorse or represent the reliability, accuracy or quality of any information, goods, services or products displayed or advertised on the Site. We make no representations or warranties, express or implied, with respect to the information provided on this Site.

10. THIRD-PARTY LINKS, PRODUCTS AND SERVICES.

10.1 Third Party Websites and Services. The Site may contain links to third-party websites or resources including but not limited to sites with information about specific rental properties. Third-party links are included solely for the convenience of Users, and do not constitute any endorsement or approval by Yardi of the third-parties, anyone sponsoring these sites or their products or services, or the products or services themselves. We make no representations or warranties, express or implied, with respect to the information provided on the Site or any third-party website or service which may be accessed by a link from the Site, including any representations or warranties as to accuracy or completeness. Because Yardi has no control over third-party websites, resources, products or services, you acknowledge and agree that Yardi is not responsible or liable for, and does not endorse, the availability, accuracy, completeness or authenticity of information available through such websites, resources, products or services, your use or your exchange of any information with such websites or services, or the content, statements, representations, advertising, products, properties, services or other materials available on such third-party sites. You acknowledge and agree that Yardi shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused in connection with your use or reliance on any such content, information, goods, or services available on or through any such site or resource. If you decide to access any such third-party websites, resources or services, or to transact with any such third-party for their products, properties or services, you do so entirely at your own risk. By leaving the Site, you may be subject to the terms and conditions and the privacy policies or other terms and conditions of such third-party websites. You acknowledge and understand that Yardi does not (a) provide legal, brokerage or other professional advice or services to any property managers, owners or others who list properties or otherwise use the Site or the Services, (b) participate in any negotiations with respect to leases or other transactions involving third-parties, or (c) guarantee, endorse or ensure a rental property or any lease or other transaction between a User and property manager, owner or any other person or entity.

10.2 Google® Maps. The Site utilizes Google Maps and related content licensed to Yardi by Google and its licensors. By using the Google Maps features available on the Site, you are agreeing to be bound by the applicable policies, terms and conditions of Google.

11. OWNERSHIP. You acknowledge and agree that the Property Management Company owns or manages the property shown on the Site and the content that is posted on the Site. However, the Site and the Services use and contain content, information and proprietary and confidential technology owned by or licensed to Yardi, and protected by applicable intellectual property and other laws and international treaties (collectively, "Yardi Content"). The Yardi Content displayed on or through the Site and Services includes, without limitation, information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials is copyrighted by Yardi and its licensors under United States and international copyright laws. All rights reserved. You agree not to reproduce, copy, display, store, perform, re-post, publish, transmit, distribute, sell, offer for sale, license, modify, create derivative works, or otherwise use or exploit for any commercial purposes any or all of the Yardi Content, the Site or access to the Site in any

way without the prior written permission of Yardi. All content on the Site that is not Yardi Content is the property and responsibility of the Property Management Company and other parties. You must abide by all copyright notices, information, or restrictions contained in or attached to any Yardi Content. YARDI and the Yardi logo (the "Yardi Marks") are trademarks of Yardi. You are not authorized to use or display the Yardi Marks, without the prior express written permission of Yardi. Ownership of all Yardi Marks and the goodwill associated therewith remains with Yardi. All other trademarks are the property of their respective owners.

12. INDEMNITY. You agree to indemnify, defend and hold Yardi and its officers, directors, employees, shareholders, successors, agents, affiliates, subsidiaries and relevant third parties including advertisers, distribution partners, referral partners, service providers, licensors, licensees, consultants and contractors (collectively the "Yardi Indemnified Parties") harmless from and against any claims, liabilities, losses, costs, damages or expenses including reasonable attorneys' fees and costs, directly or indirectly, arising out of or in any way relating to: (a) your negligence or misconduct; (b) your information or material contributed to or submitted through the Site or the Services, including without limitation information associated with Your Account; (c) your conduct, including your use of the Site and the Services; (d) your connection to the Site; (e) any violation or breach of these Terms; (f) any violation or infringement of any intellectual property, privacy, publicity, confidentiality or proprietary rights of any third-party as a result of your use of the Site or Services; or (g) your use of the electronic signature lease execution functionality of Site, including without limitation, the sufficiency of an electronic signature or the enforceability of an electronically signed lease (collectively, the "Claims"). You are solely responsible for defending any such Claims, and for payment of losses, costs, damages or expenses resulting from the foregoing to both a third party and to the Yardi Indemnified Parties. Yardi shall have the right, in its sole discretion, to select its own legal counsel to defend Yardi from any Claims (but by doing so shall not excuse your indemnity obligations) and you shall be solely responsible for the payment of all of Yardi's reasonable attorneys' fees incurred in connection therewith. You shall notify Yardi immediately if you become aware of any actual or potential claims, suits, actions, allegations or charges that could affect your or Yardi's ability to fully perform their respective duties or to exercise its rights under these Terms. You shall not, without the prior written approval of Yardi, settle, dispose or enter into any proposed settlement or resolution of any Claim (whether having been finally adjudicated or otherwise) brought against you, if such settlement or resolution results in any obligation or liability for Yardi.

13. DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE:

13.1 YOUR USE OF THE SITE AND THE SERVICES IS AT YOUR SOLE RISK. THE SITE AND THE SERVICES AND ALL OTHER MATERIALS, INFORMATION, PRODUCTS, AND SERVICES INCLUDED THEREIN, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND. WITH RESPECT TO THE SITE AND INFORMATION AND MATERIAL IN THE SITE, YARDI AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COURSE OF DEALING OR COURSE OF PERFORMANCE.

13.2 YARDI AND ITS LICENSORS MAKE NO REPRESENTATION OR WARRANTY: (A) REGARDING THE SECURITY, ACCURACY, RELIABILITY, COMPLETENESS, TIMELINESS AND PERFORMANCE OF THE SITE OR THE SERVICES; (B) REGARDING THE SERVICES, ADVICE, INFORMATION OR LINKS OBTAINED THROUGH THE SITE; (C) THAT THE SITE OR THE SERVICES, OR ANY INFORMATION AND MATERIALS THEREIN, WILL MEET YOUR REQUIREMENTS; (D) THAT THE SITE OR THE SERVICES, OR ANY FUNCTIONS CONTAINED IN THE SITE, WILL BE ERROR-FREE, SECURE, TIMELY, OR UNINTERRUPTED; (E) THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE OR INFORMATION AND MATERIALS THEREIN WILL BE ACCURATE, RELIABLE, OR AVAILABLE, (F) THAT ANY ERRORS IN THE SITE OR INFORMATION OR MATERIALS THEREIN WILL BE CORRECTED; OR (G) THAT THE SITE AND ITS CONTENTS AND SERVER THAT MAKES THE SITE AVAILABLE ARE FREE OF ANY VIRUSES OR OTHER HARMFUL COMPONENTS.

13.3 ANY MATERIAL, INFORMATION, PRODUCTS OR SERVICES DOWNLOADED OR OTHERWISE OBTAINED THROUGH YOUR USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

13.4 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM YARDI OR FROM YOUR USE OF THE SITE OR SERVICES, SHALL CREATE ANY REPRESENTATION OR WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN REPRESENTATIONS OR WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

14. LIMITATION OF LIABILITY.

14.1 YARDI AND ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, SUCCESSORS, AGENTS, AFFILIATES, SUBSIDIARIES AND RELEVANT THIRD PARTIES INCLUDING ADVERTISERS, DISTRIBUTION PARTNERS, REFERRAL PARTNERS, SERVICE PROVIDERS, LICENSORS, LICENSEES, CONSULTANTS AND CONTRACTORS (COLLECTIVELY THE "YARDI ENTITIES") WILL NOT BE LIABLE FOR:

(A) ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING LOSS OF USE, DATA OR PROFITS, COST OF PROCURING SUBSTITUTE PRODUCTS OR BUSINESS INTERRUPTION), WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, YOUR ACCESS AND USE OF OR INABILITY TO ACCESS OR USE THE SITE AND/ OR ANY RENTCAFÉ SERVICE, ANY MATERIALS AVAILABLE TO YOU FROM OR THROUGH THE SITE (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES), WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT THE YARDI PARTIES, OR ANY OF THEM, HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES;

(B) THE CONTENTS OF ANY COMMUNICATION, MESSAGE, OR INFORMATION POSTED BY YOU OR OTHER THIRD PARTIES;

(C) THE CONTENT, SERVICES OR INFORMATION PROVIDED BY ANY WEBSITE PURPORTING TO BE OPERATED BY YARDI OR ITS AFFILIATES, BUT NOT ACTUALLY AFFILIATED WITH, CONTROLLED, OWNED, OR OPERATED BY YARDI;

(D) THE CONTENT OF ANY WEBSITE NOT CONTROLLED, OWNED, OR OPERATED BY YARDI THAT IS ACCESSED FROM OR LINKED TO THIS SITE; AND/OR

(E) ANY DAMAGES OR INJURY CAUSED BY, INCLUDING BUT NOT LIMITED TO, ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OF TRANSMISSION, COMPUTER VIRUS, OR LINE FAILURE.

14.2 You acknowledge that the limitations set forth above are an essential basis of the bargain and of the allocation of risks between the parties. Some states or jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you. If you are dissatisfied with any portion of the Site, or with any of these Terms, your sole and exclusive remedy is to discontinue use of the Site and Services.

15. ENFORCEMENT. Yardi does not assume responsibility to you or others for any failure by Yardi to enforce the provisions contained in the Terms.

16. TERMINATION. You agree that Yardi, in our sole discretion and with or without notice, may terminate your use of the Site or any part thereof, or any or all of the Services, for any reason, including without limitation, for lack of use by you or if Yardi believes that you have violated or acted inconsistently with the letter or spirit of the Terms. Yardi may also in its sole discretion and at any time discontinue providing the Site, or any part thereof, or any or all of the Services with or without notice. You agree that any termination of your access to the Site under any provision of the Terms may be effected without prior notice, and acknowledge and agree that Yardi may immediately bar any further access to the Site. Further, you agree that Yardi shall not be liable to you or any third party for any termination of your access to the Site or the Services.

17. AUTHORITY. You hereby represent and warrant to Yardi that: (a) you have all the requisite power and authority, corporate or otherwise, to enter into the binding contract created by these Terms, conduct yourself and your business and to execute, deliver, and perform all of your obligations under this Agreement; (b) you have the right to submit and use your Information and Materials in the manner you have done so to or through the Site and/or through Your Account; (c) you have the right to grant the licenses granted under these Terms; (d) your performance under these Terms and/or the rights granted herein do not and will not conflict with or result in a breach or violation of any of the terms or provisions, or constitute a default under any contract or agreement, to which you are currently bound or will become bound in the future; and (e) your performance under these Terms will comply with all applicable laws, rules and regulations (including, without limitation, export control, privacy and obscenity laws), domestic or foreign.

18. Reserved.

19. INTERACTIVE AREAS.

19.1 Use of Interactive Areas. On the Site and/or as part of the Services, Yardi may provide areas that allow for User interaction, including bulletin boards, chat areas, forums, blogs, instant messaging, frequently asked questions, or other message and

communications features (the "Interactive Areas") for posting user feedback, comments, messages or other input ("Comments"). You acknowledge that all Interactive Areas are public and not private and that any information or content, including Information and Material, that you post to an Interactive Area may be read by others and that Yardi has no obligation to protect such information. Yardi recommends that you do not post or otherwise disseminate any personally identifiable information in the Interactive Area. Additionally, you agree to post only Comments that are proper, lawful, and related to the particular discussion or the Interactive Area itself. Without limitation, you may not post Comments or engage in any other activity on the Site that:

(a) defames, threatens, abuses or otherwise violates the legal rights of others;

(b) is harmful to children, profane, obscene, indecent or racially or ethnically offensive;

(c) infringes another's rights to intellectual property, publicity, or privacy;

(d) collects or stores personal information about other Site users;

(e) contains advertisements, promotions, commercial solicitations, contests or surveys (unless you have our written consent to do so);

(f) contains, transmits or disseminates spam, chain letters, or information intended to assist in the placement of a bet or wager;

(g) contains, transmits or disseminates viruses, corrupted files, or any other similar software or programs that may damage or adversely affect the operation of another's computer, the Site, or any software, hardware or other related equipment;

(h) disrupts or otherwise interferes with the Site or the networks or servers used by Yardi;

(i) impersonates any person or entity or misrepresent your connection or affiliation with a person or entity; or

(j) constitutes illegal activity.

19.2 Submissions to Interactive Areas. You understand and acknowledge that, subject and pursuant to the licenses set forth hereunder, Yardi may display your Comments on the Site and use them for other marketing and business activities. In addition, Yardi reserves the right in its sole discretion to reject use of Comments, delete Comments from the Site for any reason, and edit Comments for both content and format. Yardi further reserves the right to terminate your access to the Site or to any Interactive Area at any time without notice for any reason whatsoever. Yardi does not endorse or control the Comments or information found in any Interactive Area and, therefore, Yardi specifically disclaims any liability with regard to the Interactive Areas and any actions resulting from your participation in them.

20. GENERAL.

20.1 Governing Law. For all legal proceedings arising out of use of the Site and/or relating to the Terms, these Terms and the relationship between you and Yardi shall, irrespective of any choice of laws rules, be governed by and construed in accordance with the laws of the State of California. You and Yardi hereby irrevocably and unconditionally submit to the jurisdiction of courts located in the County of Santa Barbara (California) or the court of competent jurisdiction closest thereto if no court of competent jurisdiction resides therein, and the parties consent to the personal jurisdiction of such courts and expressly waive any right they may otherwise have to cause any such action or proceeding to be brought or tried elsewhere. You and Yardi irrevocably waive, to the fullest extent permitted by law, any objection that you may now or hereafter have to the laying of the venue of any proceeding brought in any such court or any claim that a legal proceeding commenced in such court has been brought in an inconvenient forum.

20.2 Assignment. You may not assign or transfer this Agreement, in whole or in part, without the prior written consent of Yardi, which may be granted or withheld by Yardi in its sole discretion. Any attempted assignment in violation of this Section will be null and void and of no force or effect. Yardi may assign this Agreement freely at any time without notice. Subject to the foregoing, this Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

20.3 Waiver. The failure to exercise or enforce any right or provision shall not affect Yardi's right to exercise or enforce such right or provision at any time thereafter, nor shall a waiver of any breach or default of these Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

20.4 Severability. If any portion of these Terms is found by a court of competent jurisdiction to be invalid or unenforceable, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in such provision, and, notwithstanding such finding, the remaining provisions of these Terms shall remain in full force and effect.

20.5 Entire Agreement. These Terms, the terms incorporated herein, and any other terms agreed to in writing by the parties or by way of your use of the Site or the Services shall constitute the entire and exclusive understanding and agreement between you and Yardi regarding this subject matter, and shall supersede any and all prior or contemporaneous representations or understandings relating to this subject matter.

20.6 Time Limitation. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the Terms or use of the Site must be filed within 1 year after such claim or cause of action arose or be forever barred.

Yardi Systems, Inc.

430 S. Fairview Avenue

Santa Barbara CA 93117

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