

# TERMS OF USE

These terms and conditions of use are a binding contract between Entrata, Inc. ("Entrata"), the legal entity that owns or manages the property displayed on this website (the "Property Management Company", and together with Entrata, "we", "our" or "us") and you ("you" or "your"). These terms and conditions, together with the end user license agreement, if any, on the [ResidentPortal™](#) or [ProspectPortal®](#) website and any other documents they expressly incorporate by reference (collectively, the "Terms" or the "Agreement"), govern your access to and use of this website, including any content, functionality and services offered on or through the website (the "Site"), whether as a guest or a registered user.

By using this Site, you hereby warrant that you are of legal age or have parental consent to enter into, and you hereby agree to be bound by these Terms. If you do not agree to all these Terms, you are not authorized to use the Site. The Property Management Company and Entrata on the Property Management Company's behalf, provide the information and services on the Site to you conditioned upon your acceptance, without modification, of the Terms.

We reserve the right to modify these Terms from time to time, and we will make you aware of material changes to these Terms by visibly posting them on the Site. All changes are effective immediately when we post them and apply to all access to and use of the Site thereafter. Your continued use of the Site following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you. Therefore, it is your responsibility to review them when conducting business herein. Your continued use of any part of the Site after such modification shall be deemed your consent to such modifications. The Site is hosted and maintained by Entrata on behalf of Property Management Company, and Property Management Company is the legal entity that owns or manages the properties displayed on the Site.

## Definitions

"Entrata" means the software as a service company that hosts and maintains this Site on behalf of a Property Management Company.

"Property Management Company" means the legal entity that owns or manages the property(ies) displayed on this Site.

"Payment Gateway" means the electronic systems, through which you may pass payment information to us, including but not limited to the following categories of information: name, mailing address, email address, and dollar amount of payments received.

## By using the Site, You agree to the following:

### 1. Agreement to Deal Electronically; Electronic Communications and Notices.

All of your transactions with or through the Site may, at our option, be conducted electronically from start to finish. If we decide to proceed non-electronically, those services will still be governed by the remainder of these Terms unless you enter into different terms on a form provided by us. If the law allows you to withdraw such consent or if we are ever required to deal with you non-electronically, we reserve the right to charge or increase fees and you agree to print or make an electronic copy of the Terms and any other contract or disclosure that we are required to provide to you.

By clicking "Submit" on any step of a transaction within this Site, you agree to conduct such transaction by electronic means. You understand that by clicking the box titled "I agree to the Terms & Conditions," you are agreeing to conduct an electronic transaction and to use and receive communications through electronic means. You agree to enter the requested information electronically via the Internet, and to be notified regarding any transaction electronically through the email address you have provided. You are solely responsible for ensuring the completeness and accuracy of the information you enter, and you hereby agree to defend, indemnify and hold harmless Entrata, Property Management Company, their affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgements, awards, losses, costs, expenses or fees (including reasonable attorneys's fees) arising out of or relating to the information you enter. You understand that electronically signed documents have the same legal effect as hard copies with ink signatures. You understand that you may refuse to conduct other electronic transactions in the future. Your transaction, if applicable, is subject to your acceptance of these Terms and conditions, which are agreed upon when you proceed with your transaction. This agreement is entered into on the date of payment acceptance. This agreement supersedes any agreement, in regards to these matters, with your Property Management Company, or the owner of the merchant account to which you are submitting an electronic payment. You hereby agree as follows.

By making your payment and providing the information needed to process your checking, savings account or credit card account, you acknowledge that you have read and understand the Terms and conditions contained herein.

Except as otherwise provided in these Terms, Entrata will give you any notices regarding the Site by posting them on the Site. You also authorize Entrata or Property Management Company

to send notices (including notice of subpoenas or other legal process, if any, and including any notices sent by Entrata or Property Management Company's behalf) via electronic mail. You must check the Site for notices, and you will be considered to have received a notice when it is posted on the Site, or when sent by us via electronic mail, whether or not received by you. You must keep your email address current and any notice sent by Entrata or Property Management Company to an email address that you have provided to us will be considered effective notice.

## 2. Unauthorized Use of Your Password.

All instructions transmitted by or received from anyone presenting your password or other credentials on the Site are binding to you. You agree that you are solely responsible for all transactions or acts that are validated through use of your password or other credentials, whether or not made with your knowledge or authority. You agree to guard your password or other credentials carefully, with the full awareness that a failure to keep it secure will enable others to engage in transactions through the Site for which you will be legally responsible. If you ever suspect that someone may have obtained access to your password or any other credential who is not intended to have authority to act on your behalf, please contact Entrata immediately. You can authorize Entrata, as the manager of the Site, to refuse to accept any further transactions initiated under that password on your behalf and Entrata will use commercially reasonable efforts to block such transactions. Property Management Company and Entrata have no liability for transactions initiated under your password without your authorization.

## 3. Changes to the Agreement.

You are bound by the version of this Agreement that is in effect on the date of your last visit to the Site. This Agreement may change from time to time, so please review it when you visit the Site.

## 4. License to Use the Site.

License: We hereby grant you a limited, revocable, non-transferable, non-sublicenseable license, under the rights Entrata and Property Management Company have in the Site's content, to view and use the Site solely for the purpose of acquiring information in accordance with the Agreement. The alteration, removal, or obliteration of any copyright and trademark notices is strictly prohibited. As between you and Entrata, we retain all right, title, and interest in and to the Site. Except as provided in this Agreement, permission to reprint or electronically reproduce any content in whole or in part for any other purpose is expressly prohibited. The Site and all content contained therein is protected by copyright and intellectual property rights under both United States and foreign laws and all rights not expressly granted are reserved by Entrata or Property Management Company, their affiliates, and their partners, as applicable. Subject to applicable law, Entrata reserves the right to suspend or deny, in its sole discretion, your access to all or any portion of the Site with or without notice.

The license in this Section 4 does not include permission to copy the design elements, "look and feel" or layout of the Site. Those elements are protected by law, such as trade dress, trademark, unfair competition, and other laws, and may not be copied or imitated in any manner. Except as expressly provided in this Agreement, neither Entrata, Property Management Company, nor any third party has conferred upon you any license or right under any patent, copyright, trademark, trade secret or any other proprietary right.

We do not guarantee uninterrupted or error-free operation of the Site or any portion thereof, but Entrata will use reasonable efforts to maintain its operation and availability.

Termination: We may, at any time and without notice to you, terminate your access to the Site or block your access to the Site if:

- We believe in our sole discretion that you have violated these Terms or have otherwise engaged in any activities that may harm or damage the reputation, rights, person, or property of the Site, our users, or any other person;
- Requested by law enforcement or other government agencies; or
- Your account has extended periods of inactivity.

## 5. Submission of Comments; Prohibited Content and Conduct.

Any comments or information that you provide to Entrata, for example, feedback or ideas in response to a customer survey regarding the Site, product or content reviews, suggestions, ideas, concepts, or other information are collectively deemed "Submissions". None of the Submissions will be subject to any obligation of confidentiality on our part, and we will not be liable for any use or disclosure (including publication in any medium) of any Submissions. You hereby grant us a royalty-free, perpetual, irrevocable, world-wide license to use, copy, reproduce, create derivative works from, adapt, modify, publish, edit, translate, sell, distribute, transmit, transfer, publicly display, publicly perform, and display the Submissions without any limitation and in any media or any form now known or later developed. Without limiting the foregoing, we will be entitled to unrestricted use of the Submissions for any purpose, commercial or otherwise, without compensation to the provider of the Submissions. Further, we may sublicense these rights to third parties. We reserve the right to disclose any information concerning your use of this Site to the extent required by law or judicial or government order. From time-to-time this Site may request information through the use of forms. Use of such forms is completely voluntary. Information requested may include, but is not limited to, contact information, demographic information and/or opinions.

Under no circumstance are we responsible for any Submission to the Site or for the content of that Submission, nor shall we be held liable for any of the claims made therein. We are not

responsible for the content or accuracy of any of these Submissions, and the views and opinions they express are solely those of the original contributor.

You must not do or attempt to do any of the following, as reasonably determined by us, subject to applicable law:

Post to the Site or provide any Submissions that is or appears to be the following:

- untrue, misleading, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, invasive to another person's privacy or protected data, hateful, or discriminatory or otherwise objectionable; any content that is libelous, defamatory, obscene, pornographic, threatening, invasive of privacy or publicity rights, abusive, illegal or otherwise objectionable, that would constitute or encourage a criminal offence or violate the rights of anyone, or that would otherwise give rise to liability or violate any law.
- infringing upon a third party's intellectual property rights, including any patent, trademark, trade secret, copyright, right of publicity, including any content that is the subject of any claim of infringement;
- of a type that you do not have a right to transmit under any law or under contractual or fiduciary relationships, such as proprietary and confidential information;
- unsolicited, undisclosed or unauthorized advertising;
- software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; harmful, illegal, deceptive or disruptive code such as a virus, "spyware", "adware" or other code that could adversely impact the Site or any recipient;
- data or information obtained through access that was not authorized by the owner, or that you are not authorized to post; or
- in violation of any applicable local, state, national or international law (including export laws), contracts, intellectual property rights or that constitutes the commission of a tort, or for any purpose that is harmful or unintended (by us), or other than in full compliance with these Terms;
- access, tamper with, or use services or areas of the Site that you are not authorized to access;
- alter information on or obtained from the Site;
- tamper with postings, registration information, profiles, submissions or content belonging to the Site or other users of the Site;

- use any robot, spider, scraper or other automated means or interface not provided by us to access the Site or extract data or gather or use information, such as email addresses, available from the Site or transmit any unsolicited advertising, "junk mail", "spam" or "chain letters";
- frame any part of the Site, or link to the Site, or otherwise make it look like you have a relationship to us or that we have endorsed you or your content for any purpose except as expressly permitted in writing by us;
- impersonate or misrepresent your affiliation with any person or entity;
- reverse engineer any licensed software, application, or any other aspect of the Site or do anything that might discover source code, or bypass or circumvent measures employed to prevent or limit access to any area, content or code of the Site; or
- take any action which might impose a significant burden (as determined by us) on the Site's infrastructure or computer systems, or otherwise interfere with the ordinary operation of the Site.

## 6. Your Representations and Warranties.

You represent and warrant for the benefit of Entrata, Property Management Company and their licensors and suppliers that:

- you are at least 18 years of age or have parental consent;
- all information that you submit to us is true, accurate, and current and that you own all rights in your Submissions or, alternatively, you have sufficient rights in your Submissions to grant us the rights described in these Terms;
- you will keep your registration information current;
- you will be responsible for all use of your password or other credentials even if such use was conducted without your authority or permission; and
- you will not use the Sites for any purpose that is unlawful or prohibited by this Agreement.

## 7. Payments

7.1 If applicable, you agree to pay all application fees billable immediately to the account identified in your application for the purpose of application processing, which fees are earned upon the submission and receipt of an application or other payment. If payment is made by eCheck/ACH, you understand that if such payment is returned from the bank for any reason, you may be charged additional returned item fee(s), which will be added to the original amount and auto-debited from your bank account approximately ten (10) days after the initial payment fails. In the event that subsequent fee collection auto-debits also fail, you may continue to incur fees

related to such attempts. You assume all responsibility for all such fees. Returned item fees vary; please contact your leasing office for details. Additional fees may also be assessed by your bank and/or Property Management Company. Your copy of the application will serve as a receipt for the application fee collected.

7.2 Convenience fees are charged by Entrata, and not by your Property Management Company. Convenience fees are not surcharges. Entrata is a third-party vendor, who is not the seller, lessor, or management company. Such convenience fees are not being charged based on any method of payment. All payment methods initiated through the online platform are charged a convenience fee including, credit card, debit card, electronic checks, and cash payments. These fees are being charged by Entrata for providing the convenience of an online payment channel or other convenient channel.

7.3 If you are applying for a lease, no guarantees are made to you that a unit or other property rental is or will be made available. You understand that you will acquire no rights in or to a property rental until you accept and sign a rental agreement and pay all applicable application fees and security deposits.

7.4 You authorize Property Management Company themselves or through any vendor of their choice to obtain such credit reports, criminal histories, character reports, verification of rental and employment history as it deems necessary to verify all information in your application. You further understand that false, fraudulent, misleading or incomplete information may be grounds for denial of tenancy or subsequent eviction. There are no warranties offered by Entrata or Property Management Company, whether express or implied.

7.5 You hereby authorize Entrata to initiate transaction entries, including convenience fees noted herein, to your transaction account number (including checking and savings accounts) and/or charges to your credit card. This billing will occur at the time of payment of each transaction.

7.6 You hereby acknowledge that Entrata may apply a convenience fee with each transaction initiated through the payment gateway. Entrata may amend this convenience fee at any time with or without notice. All convenience fees will be displayed on the payment screen prior to finalizing your transaction.

7.7 Entrata and Property Management Company make every effort to comply with all payment processing rules and regulations. If you believe you have been charged a convenience fee in error, please contact the Property Management Company to whom your payment is submitted or contact Entrata at 877-826-9700 ext. 1.

7.8 We advise you that your credit card or bank account billing statement will show a charge item that displays the name of the merchant account of the payee. If you are unsure of that

name, you agree to contact payee before processing this transaction so as to be sure to recognize the transaction when it appears on your monthly statement.

7.9 We reserve the right to cancel your transaction processing account at any time for any reason. Your payee may also decline/refuse any and all payments at any time and for any reason at which time we will return the payment amount entered into the Payment Gateway, minus convenience fees paid, in an appropriate and reasonable time frame.

7.10 We reserve the right to refuse processing service to you at any time for any reason. You also maintain the ability to discontinue use of the Payment Gateway at any time for any reason. Active recurring payments must be deleted before use of service is discontinued. It is your responsibility to terminate any and all recurring payments on your account before relocating or moving - otherwise charges will continue to be assessed to your billing account during the period designated for recurring payments to take place. You agree to defend, indemnify and hold harmless Entrata, Property Management Company, their affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns for any recurring payments that are charged by accident or because you failed to cancel your recurring payment. You can cancel your service by calling (877) 826-9700 ext. 1 or sending an email to [generalsupport@entrata.com](mailto:generalsupport@entrata.com). We, in our sole discretion, may cancel this service without notice.

7.11 If you believe a transaction was made improperly, we in our sole discretion may void, issue a credit, or rescind any transaction made through the Payment Gateway prior to remittance of such payment to your payee. Payment disputes arising after payment has been settled to your payee are between you and payee alone. We may act as an intermediary if such actions can reasonably and efficiently handle said problem.

7.12 Both you and payee mutually reserve the right to cancel, reverse or halt any and all checking or savings account or credit card transactions that have been cleared through the Payment Gateway.

## 8. Privacy Policy

We hold the protection of client information to be very important. As part of your use of the Site, you may provide us with personal information such as your name, business name and mailing address, telephone number, fax number, and e-mail address that will permit us to identify you. We will use all other personal information we collect from you only for purposes appropriate for conducting our business, including using it on other third party sites, providing the ratings and reviews you submit to third parties, follow up on services provided, sending announcements on new features, events, products or services, creation of a client database, audits, reporting requirements, and for other activities related to business administration, marketing, research, product development, or improving the quality of our services and products.

Information about you will be collected from the following sources:

- Information received from you on online applications, print applications, or other forms;
- Information about your transactions with the Property Management Company, their affiliates, or others; and
- Information received from a consumer reporting agency.

The information collected may be disclosed, as described above, to Property Management Company's affiliates, to other financial institutions with whom joint marketing agreements exist, or to companies that perform services or functions on their behalf. These companies may include financial service providers and non-financial companies such as computer and data processing companies, and marketing and aftermarket service providers. These companies will be contractually obligated to use the information only to provide the services requested of them.

You understand and agree that all information entered and transmitted through the Site ("User Content") is the sole responsibility of the person from whom such User Content originated. More specifically, you are entirely responsible for all User Content you make available herein. In consideration of your use of the Site, you agree to (a) provide accurate, current, and complete information about yourself as you may be prompted to provide, (b) maintain the security of any logins, passwords, or other credentials that you select or that are provided for use on the Sites, and (c) defend, indemnify and hold harmless Entrata, Property Management Company, and their affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Site, including, but not limited to, the User Content provided by you, any use of the Sites' content, services and products other than as expressly authorized in these Terms or your use of any information obtained from the Site.

Entrata will take commercially reasonable measures to safeguard your information. However, as effective as any security measure implemented by Entrata may be, no security system is impenetrable. Entrata cannot guarantee the complete security of our database, nor can we guarantee that information you supply will not be intercepted while being transmitted to us over the Internet. If you do not want Entrata or the Property Management Company to know any particular information about you, you should not include that information in anything you submit or post to the Site.

Unless otherwise noted, all personally identifiable information is used solely for the normal business purpose of offering and rendering services.

## 8.1 Google Analytics Advertiser Features

Entrata may have implemented Google Analytics Advertiser Features on the Site. Those features may include Remarketing with Google Analytics, Google Display Network Impression Reporting, DoubleClick Platform integrations, and/or Google Analytics Demographics and Interest Reporting.

8.2 Entrata may use cookies for a number of purposes, such as to prevent the same ad from displaying repeatedly or to display ads that are likely to be more relevant to your interests. Entrata may use a set of cookies, including conversation cookies, to collect information and report website usage statistics without personally identifying individual visitors. The main purpose of conversation cookies is to help determine how many times people who click on ads filled out a guest card or signed a lease; conversation cookie data may also be used in combination with your Google account to link conversation events across different devices you use. Only anonymous conversation data gathered from these cookies is shared with advertisers.

To see how Google uses data, please refer to <http://www.google.com/policies/privacy/partners/>.

If you wish to opt out of Google Analytics Advertiser Features, you will need to install the Google Analytics opt-out browser add-on, located at <https://tools.google.com/dlpage/gaoptout/>.

## 9. Children

Nothing on this website is intended to solicit information from minors (people under eighteen (18) years old) or to seek to determine whether the visitor is a minor. If you are under eighteen (18), you are not permitted to submit to us any personally identifiable information, such as your name, address, email address, telephone number or any other information that would permit us to identify you. If you are under fourteen (14), it is against the law for us to ask you for that information, and we will not ask for it, nor do we want it. Anyone under 18 who wants to obtain any product from Entrata or otherwise submit any personally identifiable information to us should ask a parent or guardian to do it in his/her own name. Because such information will not be specifically identified as being from minors, users of this website should be aware that personally identifiable information submitted to it by minors may be treated in the same manner as information given by an adult. If we learn we have collected or received personal information from a child under the age of 14 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under the age of 14, please contact us at (877) 826-9700 ext. 1 or send an email to [generalsupport@entrata.com](mailto:generalsupport@entrata.com)

## 10. IP Address

An IP address is an identifier for a computer or device on a Transmission Control Protocol/Internet Protocol ("TCP/IP") network, such as the World Wide Web. In other words, an IP address is a number that is automatically assigned to a computer whenever someone is surfing the Web, allowing Web servers to locate and identify a computer. Computers require IP addresses in order for users to communicate on the internet. The Sites use IP addresses to

analyze trends, administer the website, track user movement, and gather broad demographic information for aggregate use.

## 11. Cookies

Cookies are small strings of text that websites can send to your browser. They help a website determine that a user has visited the website previously; as a result, the cookie helps the website save and remember any preferences that may have been set while the user was browsing the website. Cookies cannot retrieve any data from a hard drive or obtain an email address.

## 12. Indemnity

12.1 You agree to defend, indemnify and hold harmless Entrata, Property Management Company, their affiliates, licensors and service providers and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgements, awards, losses, costs, expenses or fees (including reasonable attorneys's fees) arising out of or relating to your violation of these Terms or your use of the Site, including, but not limited to, the User Content provided by you, any use of the Site's content, services and products other than as expressly authorized in these Terms or your use of any information obtained from the Site or your violation of any law. Neither Entrata nor Property Management Company will be responsible or liable for unauthorized access of facilities or to your data or programs due to accident, illegal or fraudulent means or devices.

12.2 We will not be liable for performance of services where delayed by an act of force majeure including but not limited to: war, riot, embargoes, strikes, or acts of our vendors and suppliers, concealed acts of workmen (whether ours or others), or accidents. The indemnification provided for in this article shall survive any termination of this Agreement. You declare the following:

- A. That all representations and statements made by you or on your behalf in this agreement, or in any other document relating hereto, are true, accurate and complete in all material respects.
- B. Where applicable and appropriate, you agree to maintain and promptly update your registration or payment information to keep it true, accurate, current and complete.
- C. Failure to provide or maintain accurate and current data that is being passed to and from you will result in breach even if we have been advised of the possibility thereof.

12.3 We reserve the right to suspend or terminate any account or transaction from you if you provide us with information that is untrue, inaccurate, not current or incomplete. You may not use the Payment Gateway for any illegal purpose or in any manner inconsistent with the terms and conditions set forth in this agreement. You agree that services provided via the Site shall only be used for lawful purposes. Any transaction or transmission which violates federal, state

or local laws is expressly prohibited. You hereby authorize us to investigate and confirm the information herein. For this purpose we may utilize credit bureau/reporting agencies and/or our own agents. Upon your request, we will provide you with a copy of the results of such investigation if needed. However, you must request such documentation within fourteen (14) days of becoming aware of the investigation.

12.4 Any claim or legal action arising out of disputes, failures, misrepresentations, malfunctions, or defects shall be waived and in no event shall our liability exceed the total amount in convenience fees you paid to us hereunder.

12.5 You agree, as a company and/or as an individual, to defend, indemnify, and hold harmless Entrata, Property Management Company, their affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against claims, liabilities, damages, judgements, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your use of any services contemplated under this Agreement, which cause damage to you or any other party. We will not be responsible or liable for unauthorized access of facilities or to your data or programs due to accident, illegal or fraudulent means or devices.

12.6 We retain full ownership of all data submitted by you through the Payment Gateway.

### 13. DISCLAIMERS OF WARRANTIES.

PROPERTY MANAGEMENT COMPANY, AND ENTRATA ON PROPERTY MANAGEMENT COMPANY'S BEHALF, PROVIDE THE SITES "AS IS" AND "AS AVAILABLE". TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SITE OR THE INFORMATION, SOFTWARE, OR CONTENT INCLUDED IN THE SITES. WE MAKE NO REPRESENTATIONS OR WARRANTIES THAT THE SITE WILL BE UNINTERRUPTED, ERROR-FREE, VIRUS OR CONTAMINATION-FREE, SECURE, OR TIMELY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND (INCLUDING WARRANTIES MADE ORALLY), WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND THOSE ARISING FROM A COURSE OF DEALING, TRADE, USAGE OR PERFORMANCE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, AND THEREFORE SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. WE URGE YOU TO KEEP BACKUP COPIES OF YOUR PERSONAL CONTENT, IF ANY, THAT YOU MAINTAIN ON OR USE WITH THE SITES. IF YOUR USE OF THE SITE RESULTS IN THE NEED FOR SERVICING OR REPLACING PROPERTY, MATERIAL, EQUIPMENT OR DATA, WE ARE NOT RESPONSIBLE FOR ANY RESULTING COSTS OR DAMAGES. LATITUDE

AND LONGITUDE CONTENT IS PROVIDED "AS IS," "AS AVAILABLE," "WITH ALL FAULTS," AND WITHOUT WARRANTY OF ANY KIND.

## 14. Links to Third Party Sites.

As a convenience, we may provide links to third-party websites from the Site. We are not responsible for and do not endorse the informational content or any products or services available on any third-party website and do not make any representations regarding its content or accuracy. We take no responsibility and assume no liability for any content in such sites, or for any mistakes, defamation, libel, slander, omissions, falsehoods, obscenity, pornography or profanity contained on such sites. We are not liable for any technological, legal or other consequences that arise out of your visit or transactions on any third-party or non-Entrata or non-Property Management Company websites. Your use of third-party websites is at your own risk and subject to the terms and conditions of use for such sites. This means that we are not your agent and will not be a party to any contract you enter on such third-party sites. Please be aware that we are not responsible for the privacy practices of such other websites. We encourage you to be aware when leaving our Sites of the privacy statements and terms & conditions of each website that collects personally identifiable information.

## 15. WAIVER AND RELEASE OF LIABILITY

YOUR ACCESS AND USE OF THE SITE IS AT YOUR OWN RISK. To the fullest extent permitted by law you hereby waive and release us from any and all claims, losses, costs or damages of any nature whatsoever resulting from or in any way related to your use of the Site. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising. We will not be liable to you for loss of profit or revenue, loss of business opportunity, loss of use, product liability, or for any incidental, special, indirect, punitive or consequential damages arising out of or in connection with your use of the Site. The ratings and reviews posted on the Site are opinions and could be changed by a third party. If you choose to live at the property based on the ratings or reviews posted here, we are not liable for any actions arising from this service. Third parties will have access to view any ratings and reviews that you post on the Site, and we are not liable for any actions or liability that may arise from such access. We are not liable for the information contained in the Site that is posted by third parties, and no warranties arise from this service, including if the information is false. This waiver and release shall apply to all claims, whether under the law of contract, equity, tort, strict liability or otherwise.

## 16. Exclusive Remedy; Damage Exclusions & Limitations.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER ENTRATA, PROPERTY MANAGEMENT COMPANY, OR THEIR EMPLOYEES, AGENTS, OFFICERS, OR REPRESENTATIVES ARE LIABLE TO YOU OR ANY OTHER PERSON FOR INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, STATUTORY, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST REVENUE, LOSS OF DATA, LOSS OF PRIVACY, LOSS

OF GOODWILL OR ANY OTHER LOSSES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IN THE EVENT OF FAULT, TORT (INCLUDING NEGLIGENCE) OR STRICT OR PRODUCT LIABILITY. WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL THE AGGREGATE LIABILITY TO YOU OF THE INDEMNIFIED PERSONS EXCEED, IN TOTAL, THE AMOUNTS PAID BY YOU TO US.

## 17. Miscellaneous; Entire Agreement.

### 17.1 Assignment

These Terms are personal to you and you may not transfer, assign or delegate them to anyone without the express written permission of us. Any attempt by you to assign, transfer or delegate these Terms without the express written permission of us will be null and void. We have the right to transfer, assign and delegate these Terms to one or more third parties in our sole discretion and without your permission.

### 17.2 Entire Agreement

The Terms constitute the sole and entire agreement between you and Entrata and Property Management Company with respect to the Site supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Site. If any part of these Terms is determined to be invalid or unenforceable, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of the Terms will continue in effect. The Terms (including any related consents or agreements that you provide during your visit to the Site) constitutes the entire agreement between you and us with respect to the Site and supersedes all other prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and us regarding the Site and/or any order you place through it.

### 17.3 No Waiver

The failure of any party to exercise or enforce any right or provision of these Terms, including any failure to act with respect to a breach, will not constitute a waiver of such right or provision or that party's right to act with respect to subsequent or similar breaches. We suggest that you print out a copy of these Terms for your records.

Entrata and Property Management Company make every effort to comply with all payment processing rules and regulations.

## 18. Translation

Whereas we have provided the ability to translate this Agreement into languages other than English, this translation is provided for convenience only. Your relationship with Entrata and Property Management Company will be governed by the English language version of the Agreement, and if there is any contradiction between the English language version and a translated version, the English language version shall take precedence.

## 19. Opt-Out or Change Information

Requests to change your personally identifiable information may be submitted using the contact information below. We may send email regarding our services. If you wish to discontinue such communications, follow the directions contained in the email to remove a name from our mailing list.

## 20. Governing Law; Forum and Venue Selection

All matters relating to the Site and these Terms and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Utah, without giving effect to any principles of conflicts of law. Any dispute between you and us regarding the content or use of this Site may be resolved by mediation, with hearings held in the English language in Provo, Utah (Utah County) and shall not be joined with any dispute that any other person or entity may have with us.

You agree that any cause of action arising out of or relating to this agreement must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred. Jurisdiction of any legal proceeding arising hereby shall be exclusively adjudicated in Salt Lake City, Utah (Salt Lake County), United States of America. You hereby agree that any action at law or in equity arising out of or relating to these Terms or the Site shall be filed only in the state or federal courts located in the County of Salt Lake, in the State of Utah. Further, you hereby expressly consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action, and expressly waive any arguments that this forum is inconvenient.

## 21. Contact Us

For questions or concerns about the use of personal information or about these Terms, please contact [generalsupport@entrata.com](mailto:generalsupport@entrata.com) or by phone at 1-877-826-9700 ext. 1.

## Entrata Text Message System

The message you received on your phone was sent to you by a Property Management Company or Entrata, Inc., because you signed up to receive messages either on a property's

website or because you opted-in to an SMS service by sending a text with a KEYWORD to 51378, or another means. Message and data rates may apply.

If you believe the message reached you in error, please do one of the following:

- Text HELP to 51378 for help via SMS message
- Text STOP to 51378 to end all communication via text message

## Alert Management

If you are a resident of the property sending you text messages, you can manage all of your notifications from within [ResidentPortal™](#). Log in to your property and go to your profile tab. Under the SMS settings block, click "Edit" and un-check the services you would like to opt-out of. You can manage which messages you would like to be subscribed to in the same place.

## FAQs

### How did I get subscribed to your service?

There are two ways you can opt-in to our services. The first is via the web (on a form).

The second is by texting a keyword to the shortcode 51378.

### Am I being charged for these messages?

That depends on the standard SMS rate plan you have setup with your carrier/provider.

Neither Entrata nor a property involved in these messages is directly charging you to receive these messages. However, standard message and data rates do apply for our services.

## Terms and Conditions

You must be 13 years or older and a legal resident of the United States to receive/send text messages in affiliation with any of these subscriptions. By your participation in these property subscriptions, you certify that you are at least 13 years of age and meet any other age and residency requirements of the property.

You acknowledge that SMS messages are distributed via third party mobile network providers and, therefore, the property cannot control certain factors relating to message delivery. You acknowledge that, depending on the recipient's mobile provider service, it may not be possible

to transmit the SMS message to the recipient successfully. Please see the carriers section below for information regarding supported carriers.

The property does not claim or guarantee availability or performance of this service, including liability for transmission delays or message failures.

## Fees

Neither your apartment complex nor Entrata charges a fee for any of the subscriptions listed above. **Message and Data Rates May Apply.**

## Frequency

You may receive up to 10 messages per month for all services. This varies by subscription level and resident status.

## Additional Help

Contact the property you receive these messages from directly, or email [support@entrata.com](mailto:support@entrata.com) or call 1-877-826-9700.

## Carriers

- AT&T
- Verizon Wireless
- T-Mobile
- Sprint
- Cellular One (Dobson)
- Nextel
- Alltel
- Virgin Mobile
- Boost
- US Cellular
- Centennial Wireless
- CenturyTel
- Tracfone

- Cricket
- ACS Alaska
- Cellular South
- Cellcom
- Ntelos
- Viaero Wireless
- Einstein Wireless
- MetroPCS
- Kajeet
- Helio
- Cincinnati Bell
- Unicel (Rural Cellular Corporation)
- Appalachian Wireless
- Immix Wireless
- Revol Wireless
- Cellular One of East Central Illinois
- Bluegrass Cellular
- West Central Wireless

## Privacy Policy

If you subscribe to our SMS Services, you thereby agree to receive SMS Service messages at the address you provide for such purposes. Such messages will come from Entrata.com.

Participation in our service is free of charge but standard carrier text messaging charges will apply. You may change your mind at any time by following the opt-out instructions below. You represent that you are the owner or authorized user of the wireless device you use to sign up for the SMS Service, and that you are authorized to approve the applicable charges. Entrata.com will never rent or sell your phone number to any third party, nor will we use your phone number to initiate a call or SMS message to you without your express or implied prior consent.

Your wireless carrier and other service providers also collect data about your SMS usage, and their practices are governed by their own privacy policies.

You acknowledge and agree that the SMS Service is provided via wireless systems which use radios (and other means) to transmit communications over complex networks. We do not guarantee that your use of the SMS Service will be private or secure, and we are not liable to you for any lack of privacy or security you may experience. You are fully responsible for taking precautions and providing security measures best suited for your situation and intended use of the SMS Service.

You understand and agree that all information entered and transmitted through this Site ("User Content") is the sole responsibility of the person from whom such User content originated. More specifically, you are entirely responsible for all User Content you make available herein. In consideration of the use of the Site, you agree to (a) provide accurate, current and complete information about yourself as may be prompted; and (b) maintain the security of any logins, passwords, or other credentials that you select or that are provided for use on the Site.

Entrata will take commercially reasonable security measures to safeguard your information according to strict standards of security and confidentiality, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers, credit card numbers, and any other private information entered.

All information gathered herein is stored within a Entrata-controlled database accessible only to Entrata and its specifically authorized contractors and vendors. Access to databases containing User information is limited to employees who need it to perform their jobs -- and they follow strict rules when handling that information. However, we may disclose User information to a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of the assets of Entrata, whether as a going concern or as part of bankruptcy, liquidation, or similar processing, in which personal information held by Entrata is among the assets transferred.

As effective as any security measure implemented by Entrata may be, no security system is impenetrable. Entrata can not guarantee the complete security of our database, nor can Entrata guarantee that information you supply will not be intercepted while being transmitted to Entrata over the Internet. If you do not want Entrata or the Property Management Company to know any particular information about you, you should not include it in anything that you submit or post to this Site.

If you opted in to receive notifications, your information may be tracked for some or all of the following: SMS notifications, emails, paper invoices for utility billing, gamification or apartments. In order to opt out of this tracking, residents should take the following steps: access your profile, go to the subscriptions and settings page and elect to unsubscribe.

California Privacy Rights

California Civil Code Section 1798.83, also known as the "Shine The Light" law, permits our customers who are California residents to request and obtain from us once a year, free of charge, information about the personal information (if any) we disclosed to third parties for direct marketing purposes in the preceding calendar year. If applicable, this information would include a list of the categories of personal information that was shared and the names and addresses of all third parties with which we shared information in the immediately preceding calendar year. If you are a California resident and would like to make such a request, please submit your request in writing to:

*Entrata Legal Department*  
*2912 Executive Parkway Drive, Suite 100*  
*Lehi, UT 84043*  
[legal@entrata.com](mailto:legal@entrata.com)

Unless otherwise noted, all PII is used solely for the normal business purpose of offering and rendering the services. Additionally, CalOPPA requires us to disclose how we respond to "do-not-track" requests from our users. At this time, we do not currently respond to "do-not-track" requests from our users.