

TERMS AND CONDITIONS FOR TENANTS AND RENTERS

PLEASE NOTE: THIS AGREEMENT CONTAINS A BINDING AND FINAL ARBITRATION PROVISION AND CLASS ACTION WAIVER. PLEASE READ THESE TERMS CAREFULLY. BY ENTERING INTO THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU UNDERSTAND THIS AGREEMENT (INCLUDING THE DISPUTE RESOLUTION AND ARBITRATION PROVISIONS) AND AGREE TO ALL OF ITS TERMS. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT USE OR ACCESS THE SERVICES.

By using or accessing zebra-cares.com, a subdomain of any such websites, any mobile application for such websites or any other website operated by us on which these Terms and Conditions are posted via a link or otherwise (each referred to herein as a “**Site**”), you acknowledge and agree that you are subject to the following terms and conditions, as well as our Privacy Policy, which also governs your use of the Site, and is incorporated by reference (These Terms and Conditions, together with the Privacy Policy, shall be referred to as the “**Terms**”). Please read these Terms carefully, as they contain important information about limitations of liability and resolution of disputes through arbitration rather than court.

If you do not fully agree to these Terms and any other terms and conditions posted or linked to any Site, you are not authorized to access or otherwise use the Site. Under these Terms, “**use**” or “**access**” of the Site specifically includes any direct or indirect access or use of the Site or any cached version of the Site and any direct or indirect access or use of any information or content on the Site, regardless of how obtained and the term “**Site**” includes, without limitation, any cached version thereof.

Each Site is operated by Zebra Cares LLC, a Delaware corporation, or its subsidiaries or affiliates (“**Zebra Cares**”). Unless otherwise specified, the entity controlling the Site you are accessing is referred to herein as “Zebra Cares,” “we,” “us” or “our”. The terms “you” and “your” refer to the user visiting the Site, referring a rental property, and/or requesting a viewing or inquiring about a rental property on this Site. You should read through all the Terms carefully. The Terms constitute a legally binding agreement between you and Zebra Cares. You are not authorized to use this Site unless you are at least 18 years of age and able to enter into legally binding contracts. We do not knowingly collect the information of anyone under the age of 18. If you arrived on the Site after having been redirected or otherwise clicking on another website, you agree that these Terms shall govern your use of this Site.

1. The Site is a Venue; Not a Party to any Rental Agreement.

We urge all users to be responsible about their use of this Site and any transaction entered into as a result of either referring a rental property or renting a property. We do not own or manage, nor can we contract for, any rental property listed on a Site. The Site provides an online marketplace to allow current renters who refer rental properties on the Site (each, a “**tenant**”) to facilitate the listing and showing of a specific rental property to potential renters or renters (each, a “**renter**” and, collectively with a tenant, the “**users**”). We also may offer online scheduling or other tools or services to allow users to communicate with each other and enter into other transactions.

We are not a party to any rental or other agreement between users. This is true even if the Site allows you to schedule a showing, or provides other ancillary products or services, as the Site may facilitate listing and scheduling a showing for a rental property or other tools, services or

products. We are not a party to any rental or other agreement between users or between users and third parties, including, without limitations, any applicable landlords or property managers. As a result, any part of an actual or potential transaction between a tenant and a renter, tenant and property manager or landlord, or renter and property manager or landlord, including the quality, condition, safety or legality of the properties listed or showed, the truth or accuracy of the listings (including the content thereof or any review relating to any tenant, renter or rental property), the ability of renters to rent a rental property, the creditworthiness of any tenant or renter, or the ability of renters to research and view rental properties are solely the responsibility of each user. You acknowledge and agree that you may be required to enter into one or more separate agreements, waivers or terms and conditions before making a listing or scheduling a showing or viewing a listing or rental property or purchasing a product or service and Zebra Cares or one of its affiliates may place additional restrictions on your listing, showing, product or service.

Users agree that they are responsible for, and agree to abide by, all laws, rules and regulations applicable to their use of the Site, their use of any tool, service or product offered on the Site and any transaction they enter into on the Site or in connection with their use of the Site. Users further agree that they are responsible for and agree to abide by all laws, rules, ordinances, or regulations applicable to the listing, scheduling, viewing and renting of the associated rental property and their conduct of the conduct of their agents or assigns, including but not limited to any and all laws, rules, ordinances, regulations or other requirements relating to taxes, credit cards, data and privacy, permits or license requirements, zoning ordinances, property, trespassing, theft, safety compliance and compliance with all anti-discrimination and fair housing laws, as applicable. Please be aware that, even though we are not a party to any rental transaction and assume no liability for legal or regulatory compliance pertaining to rental properties listed on the Site, there may be circumstances where we are nevertheless legally obligated (as we may determine in our sole discretion) to provide information relating to a listing or showing in order to comply with requests from governmental bodies in relation to investigations, litigation or administrative proceedings, and we may choose to comply with such obligations in our sole discretion.

Although most rental property showings are completed without a serious incident, showings may involve some risk to the health and safety of persons, or personal and real property. We urge users to take all reasonable and necessary precautions when showing or viewing a rental property. While we do take certain measures with a goal to assist users to avoid potentially fraudulent, dangerous or other illegal activity of which we become aware, we assume no liability or obligation to take any such measures or actions. When we provide warnings or messages to users about any such activity, we do not warrant that such messages are accurate or that such messages will reach any or all users they should have reached in a timely manner or at all or that such messages or measures will prevent any harm or otherwise have any impact.

2. Limited License to Use the Site.

Users are granted a limited, revocable, non-exclusive license to access the Site and the content and services provided on the Site solely for the purpose of listing or adding to a listing of a rental property, searching for a rental property, purchasing or researching (for the purpose of inquiring about purchasing) any of the products or services offered on any Site, participating in an interactive area hosted on the Site or for any other purpose clearly stated on a Site, all in accordance with the Terms. Any use of the Site that is not for one of these purposes or otherwise in accordance with the Terms or as otherwise authorized by us in writing is expressly prohibited.

3. Unauthorized Uses of the Site.

The license to use the Site only extends to the uses expressly described herein. The license to use the Site granted to users in these Terms does not include any right of collection, aggregation, copying, scraping, duplication, display or any derivative use of the Site nor any right of use of data mining, robots, spiders or similar data gathering and extraction tools without our prior written permission; provided, however, that a limited exception from the foregoing exclusion is provided to general purpose internet search engines that use tools to gather information for the sole purpose of displaying hyperlinks to the Site, provided they each do so from a stable IP address or range of IP addresses using an easily identifiable agent and comply with our file formats.

Unauthorized uses of the Site also include, without limitation, those listed below. You agree not to do any of the following, unless otherwise previously and specifically agreed to by us:

- Any commercial use of the Site or any content on the Site, other than by users in good standing, or by users under a valid license to software offered on the Site (a "**valid license**");
- Copy, reproduce, upload, post, display, republish, distribute or transmit any part of the content in any form whatsoever;
- Reproduce any portion of the Site on your website or otherwise, using any device including, but not limited to, use of a frame or border environment around the Site, or other framing technique to enclose any portion or aspect of the Site, or mirror or replicate any portion of the Site;
- Deep-link to any portion of the Site without our express written permission;
- Modify, translate into any language or computer language or create derivative works from, any content or any part of the Site;
- Reverse engineer any part of the Site;
- Sell, offer for sale, transfer or license any portion of the Site in any form to any third parties;
- Use the Site and its functionalities other than to list, provide details and connect with renters and/or research rental properties, to make legitimate inquiries to our users or any other use expressly authorized on the Site;
- Use the Site to post or transmit information that is in any way false, fraudulent, or misleading, including making any listing or inquiry under false pretenses, or taking any action that may be considered phishing or that would give rise to criminal or civil liability;
- Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, indecent, inflammatory, sexually explicit, pornographic or profane material;
- Violate, plagiarize or infringe the rights of us or third parties including, without limitation, copyright, trademark, patent, trade secrets, rights of publicity or privacy or any other intellectual or proprietary rights; or
- Use or access the Site in any way that, in our sole discretion, adversely affects, or could adversely affect, the performance or function of the Site or any other system used by us or the Site.

If you are aware of, or experience, any content, activity or communication through or in connection with the Site that appears to be in violation of the above restrictions, or in violation of any other provision of these Terms, we ask that you inform us by contacting us.

4. Proprietary Rights; Downloading Information.

The Site and all content and information on the Site are protected by copyright as a collective work and/or compilation, under applicable U.S. and international copyright laws and conventions

and database rights. You agree to abide by any and all copyright notices, information or restrictions contained in or relating to any content on the Site. Copying, storing or otherwise accessing the Site or any content on the Site other than for your personal, noncommercial use (other than in accordance with a valid listing) is expressly prohibited without prior written permission from us. As part of the inquiry or scheduling process, for your own personal, noncommercial use and not for further distribution, you may download, display and/or print one copy of any portion of the Site. You may not modify the same, and you must reproduce our copyright notice in the form displayed on the relevant portion(s) of the Site that you desire to download, display or print.

5. Your E-mail Address and Data; Our Privacy Policy; Data Transmittal.

When you provide your e-mail address, phone number, name or other information to us in connection with your use or access to the Site, any service or tool provided on the Site or otherwise, you agree to allow the Site and its affiliated websites to add your e-mail address, phone number, name or other information provided to our database of users. You may receive one or more promotional contacts from either the Site or a website of one of Zebra Cares's affiliates. You are welcome to opt not to receive such promotional contacts from the Site or such affiliates' websites at any time. Please review our [Privacy Policy](#) for more information regarding our data collection practices and safeguards, and how to opt not to receive such contact. Your use of the Site signifies your acknowledgment of, and agreement with, our Privacy Policy. We adhere to strong principles of privacy. You agree that we may access and use your user-contributed content in accordance with these Terms or our Privacy Policy and we agree that we will only disclose your user-contributed content in accordance with these Terms and our Privacy Policy.

6. Identity Verification.

User verification on the Internet is difficult and we cannot, and do not assume any responsibility for, the confirmation of each user's purported identity. We encourage you to communicate directly with a user through the tools available both on and off the Site, though even this does not assure you of the identity of the person with which you are communicating. We further encourage you to take other reasonable measures to assure yourself of the other person's identity and of the rental property and its relevant details.

You agree to (i) keep your password and online ID for both your account with us and your email account secure and strictly confidential, providing it only to authorized users of your accounts, (ii) instruct each person to whom you give your online ID and password that he or she is not to disclose it to any unauthorized person, (iii) notify us immediately and select a new online ID and password if you believe your password for either your account with us or your email account may have become known to an unauthorized person, and (iv) notify us immediately if you are contacted by anyone requesting your online ID and password. Further, if we suspect any unauthorized access to your account, upon our request, you agree to promptly change your ID and password and take any other related action as we may reasonably request.

We discourage you from giving anyone access to your online ID and password for your account with us and your email account. However, if you do give someone your online ID and online password, or if you fail to adequately safeguard such information, you are responsible for any and all transactions that the person performs while using your account with us and/or your email account, even those transactions that are fraudulent or that you did not intend or want performed.

EACH USER ACKNOWLEDGES AND AGREES THAT: (1) NEITHER Zebra Cares NOR ANY OF ITS AFFILIATES WILL HAVE ANY LIABILITY TO ANY USER FOR ANY UNAUTHORIZED TRANSACTION MADE USING ANY USER'S ID OR PASSWORD; AND (2) THE UNAUTHORIZED USE OF YOUR ONLINE ID AND PASSWORD FOR YOUR Zebra Cares ACCOUNT OR YOUR EMAIL ACCOUNT COULD CAUSE YOU TO INCUR LIABILITY TO BOTH Zebra Cares AND OTHER USERS.

Further, we may, without notice to you, suspend or cancel your listing and profile at any time even without receiving notice from you if we suspect, in our sole discretion, that your account with us or your email account is being used in an unauthorized or fraudulent manner.

7. Limitations on Communications and Use of Other Users' Information; No Spam.

You agree that, with respect to other users' personal information that you obtain directly or indirectly from or through the Site or through any Site-related communication, transaction or software, we have granted to you a license to use such information only for: (i) Site-related communications that are not unsolicited commercial messages, (ii) using services offered through the Site, and (iii) inquiring about or otherwise facilitating a financial transaction between you and us related to the purpose of the Site. Any other purpose will require express permission from the user. You may not use any such information for any unlawful purpose or with any unlawful intent.

In all cases, you must give users an opportunity to remove their information from your address book or database or other records and a chance to review what information you have collected about them. In addition, under no circumstances, except as defined in this provision, may you disclose personal information about another user to any third party without the consent of the other user. You agree that other users may use your personal information to communicate with you in accordance with this provision. Further, you agree that you will protect other users' personal information with the same degree of care that you protect your own confidential information (using at minimum a reasonable standard of care), and you assume all liability for the misuse, loss or unauthorized transfer of such information.

We do not tolerate spam or unsolicited commercial electronic communications of any kind. Therefore, without limiting the foregoing, you are not licensed to add a Site user, even a user with which you may have had contact, to your mailing list (email or physical mail) without the user's express consent. You may not use any tool or service on the Site to send spam or unsolicited commercial electronic communications of any kind or in any other way that would violate these Terms.

8. Responsibility for Property Listings, Reviews and Other User-Contributed Content; Participation in Interactive Forums.

We have the right, but not the obligation, to pre-screen content posted on the Site by users, whether directly contributed by the user or contributed by us or a third party on behalf of the user (including, without limitation, property listings, reviews, participation in an interactive community, forum or blog (each an "**Interactive Forum**") or any other content provided by a user to the Site), (collectively, "**user-contributed content**", which shall also be deemed to include information that a user or any other person provided to a third party website or mobile application that is then provided to our Site by a tool we offer or any other exchange of user-contributed content we have authorized). We are not responsible for user-contributed content.

We reserve the right to decline to permit the posting on the Site of or to remove from the Site any user-contributed content or portion thereof, as determined in our discretion. We may also remove user-contributed content if it is brought to our attention, such as by notice given to us by a user or any third party that any part of these Terms, or any other requirements governing the posting of such content, have been apparently breached in respect of such content, as determined in our discretion. Finally, we reserve the right, but do not assume the obligation, to edit a user's content or user-contributed content in a non-substantive manner solely to cause the content to comply with these Terms or formatting requirements or to provide services to users to create or improve listings (such as translation services), in accordance with information we have about the rental property listed. Users remain responsible for reviewing their user-contributed content to ensure it is accurate and not misleading.

At a minimum, user-contributed content must (as determined by us in our discretion):

- not infringe anyone's rights, including but limited to copyright and rights of publicity and privacy, violate the law or otherwise be inappropriate;
- not include personal information of another that can be used to identify or contact any person;
- not include unsolicited promotional content, advertising, political campaigns, contests, raffles or solicitations;
- be directly related to the Site, business service, product or forum where the content is submitted;
- not be obscene, abusive, discriminatory or illegal; or
- not be false or misleading.

All rental property listings on the Site are the sole responsibility of the user and we specifically disclaim any and all liability arising from the alleged accuracy of the listings, reviews or any alleged breaches of contract on a user's part. Users are solely responsible for keeping rental property information up-to-date on the Site, including, but not limited to, any and all representations about any property, its amenities, location, price and its availability for showings. We do not represent or warrant that any of the copy, content, reviews, property locations, suitability, pricing or availability information published on the Site is accurate or up-to-date. We assume no responsibility to verify property listing content or the accuracy of the location. Users are solely responsible for ensuring the accuracy of location, geographic and other content and location or geographic descriptions and agree to promptly correct (or contact us to correct) any inaccuracy and users are solely responsible for verifying the accuracy of such content and descriptions.

All other user-contributed content is the sole responsibility of the user who contributed such content. Users are solely responsible for their user-contributed content and we specifically disclaim all liability for user-contributed content. The user represents and warrants that the user owns or otherwise controls and has all necessary legal rights to the user's submission and the name or other identifier used in connection with such submission including, but not limited to, all the rights necessary to provide, post, upload, input or submit the user-contributed content. We reserve the right to request a proof of ownership or permission, and to refuse to post user-contributed content without such proof or if such proof is, in our sole discretion, insufficient.

By submitting or authorizing user-contributed content, you grant to us and our affiliates a perpetual, worldwide, irrevocable, unrestricted, non-exclusive, royalty-free and fully paid-up license to use, copy, license, sublicense (through multiple tiers), adapt, distribute, display, publicly perform, reproduce, transmit, modify, edit and otherwise exploit the copy, the photographs and the likenesses (if any) of any of your user-contributed content, in connection with our business or the business of our affiliates. Notwithstanding the foregoing, following the

termination or expiration of a property listing, we will not continue to display the user-contributed content that was displayed in such listing.

You further grant us and our affiliates the ability to register copyright in and protect the user-contributed content, including the images, copy, and content available via any tenant's listing, from the unauthorized use of the user-contributed content by unaffiliated third parties who may, from time to time, attempt to pirate such information via electronic or other means. This includes, but is not limited to, the right to file suit to seek injunctive relief to protect such material on behalf of and in your name. You further agree to appear and assist us, at our expense and control, with protecting such copyrighted material from unauthorized redistribution.

You agree that we may sublicense all the rights granted to us under these Terms to one or more third parties we may contract with to display all or part of the user's content or otherwise provide promotional or other services related to our business. In the event that you retain any rights of attribution, integrity or any other moral rights in any user-contributed content, you hereby waive your right to assert these or to require that any personally identifying information be used in connection with the user-contributed content or any derivative works thereof and affirm that you have no objection to the publication, use, modification, deletion or exploitation of the user-contributed content by us or our affiliates.

9. Service Fee Payable by Tenants.

We charge a service fee payable by tenants who utilize the platform to find renters for their rental property on the Site. The service fee covers the use of the Site, including such features as user support, and is a flat rate of the total commission the tenant may receive for locating renters. Fees (including any commissions) are set at the time of a user's engagement with us, as applicable. Such fees are subject to change with notice to you. The service fee will be charged after the renter executes a new lease on the rental property. Any taxes alleged to be owed by any taxing authority on the commission or service fee are the responsibility of the party receiving the monies and the parties have no responsibility for any such claimed tax liability for the other parties. **Users specifically agree to not avoid or circumvent the platform or service fees of Zebra Cares in any way.**

All fees are in U.S. dollars and are non-refundable. If Zebra Cares changes the fees for all or part of the Services, including by adding fees or charges, Zebra Cares will provide you advance notice of those changes. If you do not accept the changes, Zebra Cares may discontinue providing the applicable part of the services to you. Zebra Cares's may use an authorized third-party payment processor that will charge the payment method you specified at the time of purchase. You authorize Zebra Cares to charge all fees as described in these Terms for the services you select to that payment method. If you pay any fees with a credit card, Zebra Cares may seek pre-authorization of your credit card account before your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase. Payment of any fees shall be submitted within five (5) calendar days through the methods utilized by us. You specifically agree to use the payment methods that we accept. Any payments submitted outside of our accepted payment methods may not be accepted, in our sole discretion. Users' bank or credit card companies may impose certain fees or charges, including, but not limited to, foreign transaction fees, related to any of these transactions. It is the user's obligation to review any agreement with its bank or credit card company concerning any such fees.

Generally, no refunds are available unless a user qualifies for a refund under any special circumstances, in our sole discretion. If you believe you qualify for a refund, you may contact

customer support. We will then determine, in our sole discretion, whether any refund is due.

10. Translations and Maps.

If any user-contributed content created by users is translated for display on the Site or any site of any affiliate of Zebra Cares, we cannot guarantee the accuracy or quality of such translation and the user is solely responsible for the review, verification and accuracy of such translation. Maps provided on the Site that are provided by search engines or third party sites are subject to the that site's terms and conditions.

11. Notification of Infringement; DMCA Policy.

We respect the intellectual property rights of others, and Zebra Cares does not permit, condone or tolerate the posting of any content on the Site that infringes any person's copyright. We will terminate, in appropriate circumstances, a user who is the source of repeat infringement of copyright. Should you become aware of or suspect any copyright infringement on this Site, please contact us. Anyone who believes that their work has been reproduced on the Site in a way that constitutes copyright infringement may notify Zebra Cares in accordance with Title 17, United States Code, § 512(c)(2).

12. Unsolicited Ideas and Feedback.

From time to time, users submit to us ideas or suggestions pertaining to our business, such as ideas for new or improved products or technologies, website or tool enhancements, processes, materials, marketing plans or new product names. We are under no obligation to review or consider them. If you choose to submit any ideas, original creative artwork, suggestions or other works (collectively, "**submissions**") in any form to us, then regardless of what you say, write or provide to us in connection with your submissions, the following terms shall apply. The sole purpose of this policy is to avoid potential misunderstandings or disputes in the event that any part of our business, such as our products, websites, technologies or marketing strategies, seems similar to any of your submissions. If you provide any submissions to us, you agree that: (i) your submission and its contents will automatically become the property of Zebra Cares, without any compensation to you; (ii) Zebra Cares may use or redistribute any such submission and its contents for any purpose and in any way; (iii) there is no obligation for Zebra Cares to review any submission; and (iv) there is no obligation to keep any submission confidential.

13. Software Available on the Site.

The Site is controlled and operated by Zebra Cares or an affiliate of Zebra Cares in the United States. Software available on the Site (the "**Software**") is subject to United States export controls. No Software available on the Site or software available on any other site operated by Zebra Cares or an affiliate of Zebra Cares in the United States may be downloaded or otherwise exported or re-exported (i) into any country to which the United States has embargoed goods, or (ii) anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders. By using the Site, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list. All Software is the copyrighted work of Zebra Cares, an affiliate of Zebra Cares or an identified third party. Your use of such Software is governed by these Terms and the terms of any additional license agreement that accompanies or is included with such Software. If the Software is not accompanied by an additional license agreement, we hereby grant you a limited, personal and nontransferable license to use the Software for viewing and using this Site in accordance with these Terms and for no other purpose. THE SOFTWARE

IS WARRANTED, IF AT ALL, ONLY ACCORDING TO THE TERMS OF THE LICENSE AGREEMENT ACCOMPANYING SUCH SOFTWARE. COPYING OR REPRODUCING ANY SOFTWARE AVAILABLE ON THIS SITE IS EXPRESSLY PROHIBITED, EXCEPT AS SPECIFICALLY PROVIDED FOR IN A LICENSE AGREEMENT ACCOMPANYING SUCH SOFTWARE.

14. Links to Third-Party Sites.

This Site may contain links and pointers to other Internet sites, resources and sponsors of the Site. Links to and from the Site to other third-party sites, maintained by third parties, do not constitute an endorsement by us of any third parties, the third-party sites or the contents thereof. We may also provide tools to allow interaction between the Site and a third-party site, such as a social media site. We are not responsible in any way for such third-party sites or resources and your use of such sites and resources will not be governed by these Terms.

15. Limitation of Liability.

IN NO EVENT WILL Zebra Cares, OR ITS PARENT COMPANY, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, CONSULTANTS, AGENTS AND/OR EMPLOYEES (COLLECTIVELY, THE "Zebra Cares GROUP"), OR ANY THIRD-PARTY PROVIDER OF A SERVICE OR TOOL OFFERED ON ANY SITE OF A USER OF THE Zebra Cares GROUP (EACH A "THIRD-PARTY PROVIDER"), BE LIABLE FOR ANY LOST PROFITS OR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF, BASED ON, OR RESULTING FROM (A) OUR SITE, (B) THESE TERMS, (C) ANY BREACH OF THESE TERMS BY YOU OR A THIRD PARTY, (D) USE OF THE SITE, TOOLS OR SERVICES WE PROVIDE, OR ANY THIRD PARTY PROVIDER PROVIDES, RELATED TO THE BUSINESS WE OPERATE ON THE SITE, BY YOU OR ANY THIRD PARTY (E) ANY USER-CONTRIBUTED CONTENT, (F) INTERACTION BETWEEN OUR SITE AND ANY THIRD PARTY SITE, INCLUDING WITHOUT LIMITATION A SOCIAL MEDIA SITE, FACILITATED BY A TOOL OR SERVICE ON OUR SITE AND/OR (G) ANY ACTUAL OR ATTEMPTED COMMUNICATION OR TRANSACTION, INCLUDING WITHOUT LIMITATION, ANY PAYMENT TRANSACTION (EVEN IF WE OR ANY THIRD PARTY PROVIDER RECEIVES A FEE IN CONNECTION THEREWITH) BETWEEN USERS, IN EACH CASE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS AND EXCLUSIONS APPLY WITHOUT REGARD TO WHETHER THE DAMAGES ARISE FROM (1) BREACH OF CONTRACT, (2) BREACH OF WARRANTY, (3) STRICT LIABILITY, (4) TORT, (5) NEGLIGENCE, OR (6) ANY OTHER CAUSE OF ACTION, TO THE MAXIMUM EXTENT SUCH EXCLUSION AND LIMITATIONS ARE NOT PROHIBITED BY APPLICABLE LAW.

IF YOU ARE DISSATISFIED WITH THE SITE, YOU DO NOT AGREE WITH ANY PART OF THE TERMS, OR HAVE ANY OTHER DISPUTE OR CLAIM WITH OR AGAINST US, ANY THIRD PARTY PROVIDER OR ANY USER OF THE SITE WITH RESPECT TO THESE TERMS OR THE SITE, THEN YOUR SOLE AND EXCLUSIVE REMEDY AGAINST US IS TO DISCONTINUE USING THE SITE. IN ALL EVENTS, OUR LIABILITY, AND THE LIABILITY OF ANY USER OF THE Zebra Cares GROUP, TO YOU OR ANY THIRD PARTY IN ANY CIRCUMSTANCE ARISING OUT OF OR IN CONNECTION WITH THE SITE IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES YOU PAY TO US IN THE TWELVE MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY OR (B) \$100.00 IN THE AGGREGATE FOR ALL CLAIMS.

16. Disclaimers.

THE SITE, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THE SITE, IS PROVIDED "AS IS." TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER FOR THE CONTENT ON THE SITE OR THE MATERIALS, INFORMATION AND FUNCTIONS MADE ACCESSIBLE BY THE SOFTWARE USED ON OR ACCESSED THROUGH THE SITE, FOR ANY PRODUCTS OR SERVICES OR HYPERTEXT LINKS TO THIRD PARTIES OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE SITE OR ANY LINKED SITE, EVEN IF WE BECOME AWARE OF ANY SUCH BREACHES. FURTHER, WE EXPRESSLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ACCURACY. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED ON THE SITE OR ANY MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE AND AGREE THAT ANY TRANSMISSION TO AND FROM THIS SITE IS NOT CONFIDENTIAL AND YOUR COMMUNICATIONS OR USER-CONTRIBUTED CONTENT MAY BE READ OR INTERCEPTED BY OTHERS. YOU FURTHER ACKNOWLEDGE AND AGREE THAT BY SUBMITTING COMMUNICATIONS OR USER-CONTRIBUTED CONTENT TO US AND BY POSTING INFORMATION ON THE SITE, INCLUDING RENTAL PROPERTY LISTINGS, NO CONFIDENTIAL, FIDUCIARY, CONTRACTUALLY IMPLIED OR OTHER RELATIONSHIP IS CREATED BETWEEN YOU AND US OTHER THAN PURSUANT TO THESE TERMS.

YOU ACKNOWLEDGE AND AGREE THAT YOU WILL NOT HOLD OR SEEK TO HOLD US OR ANY THIRD PARTY PROVIDER RESPONSIBLE FOR THE CONTENT PROVIDED BY ANY USER, INCLUDING, WITHOUT LIMITATION, ANY TRANSLATION THEREOF, AND YOU FURTHER ACKNOWLEDGE AND AGREE THAT WE ARE NOT A PARTY TO ANY RENTAL TRANSACTION OR OTHER TRANSACTION BETWEEN USERS OF THE SITE. WE HAVE NO CONTROL OVER AND DO NOT GUARANTEE (OTHER THAN PURSUANT TO ANY GUARANTEE THAT MAY BE OFFERED ON THE SITE) THE SAFETY OF ANY TRANSACTION, RENTAL PROPERTY, CREDENTIALS OR BACKGROUNDS OF ANY USERS OR THE TRUTH OR ACCURACY OF ANY LISTING OR OTHER CONTENT PROVIDED ON THE SITE.

YOU FURTHER ACKNOWLEDGE THAT ARRANGING FOR AND VIEWING RENTAL PROPERTIES AND SHOWING PROPERTIES IS NOT WITHOUT RISK AND WE ARE NOT LIABLE FOR DAMAGES WITH RESPECT TO INCIDENTS OCCURRING DURING ANY OF THESE SERVICES.

17. Release; Indemnification.

IN THE EVENT THAT YOU HAVE A DISPUTE WITH ONE OR MORE OTHER USERS OF THE SITE (INCLUDING, WITHOUT LIMITATION, ANY DISPUTE BETWEEN USERS REGARDING ANY TRANSACTION OR USER-CONTRIBUTED CONTENT) OR ANY THIRD PARTY PROVIDER OR ANY THIRD PARTY WEBSITE THAT MAY BE LINKED TO OR FROM OR OTHERWISE INTERACT WITH THE SITE, INCLUDING WITHOUT LIMITATION ANY SOCIAL MEDIA SITE, YOU HEREBY AGREE TO RELEASE, REMISE AND FOREVER DISCHARGE Zebra Cares, EACH OF THEIR RESPECTIVE AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, AND ALL OTHER RELATED PERSONS OR ENTITIES FROM

ANY AND ALL MANNER OF RIGHTS, CLAIMS, COMPLAINTS, DEMANDS, CAUSES OF ACTION, PROCEEDINGS, LIABILITIES, OBLIGATIONS, LEGAL FEES, COSTS, AND DISBURSEMENTS OF ANY NATURE WHATSOEVER, WHETHER KNOWN OR UNKNOWN, WHICH NOW OR HEREAFTER ARISE FROM, RELATE TO, OR ARE CONNECTED WITH SUCH DISPUTE AND/OR YOUR USE OF THE SITE. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

YOU HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD EACH USER OF Zebra Cares (COLLECTIVELY, THE "INDEMNIFIED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY AND COSTS INCURRED BY THE INDEMNIFIED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF YOUR USE OF THE SITE OR OTHERWISE RELATING TO THE BUSINESS WE CONDUCT ON THE SITE (INCLUDING, WITHOUT LIMITATION, ANY POTENTIAL OR ACTUAL COMMUNICATION, TRANSACTION OR DISPUTE BETWEEN YOU AND ANY OTHER USER OR THIRD PARTY), ANY CONTENT POSTED BY YOU OR ON YOUR BEHALF OR POSTED BY OTHER USERS OF YOUR ACCOUNT TO THE SITE, ANY USE OF ANY TOOL OR SERVICE PROVIDED BY A THIRD PARTY PROVIDER, ANY USE OF A TOOL OR SERVICE OFFERED BY US THAT INTERACTS WITH A THIRD PARTY WEBSITE, INCLUDING WITHOUT LIMITATION ANY SOCIAL MEDIA SITE OR ANY BREACH BY YOU OF THESE TERMS OR THE REPRESENTATIONS, WARRANTIES AND COVENANTS MADE BY YOU HEREIN, INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS. YOU SHALL COOPERATE AS FULLY AS REASONABLY REQUIRED IN THE DEFENSE OF ANY CLAIM.

WE RESERVE THE RIGHT, AT OUR OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU AND YOU SHALL NOT IN ANY EVENT SETTLE ANY MATTER WITHOUT OUR WRITTEN CONSENT.

18. Disputes; Arbitration.

Zebra Cares's right to amend these Terms, in whole or in part, at any time as set forth below also applies to this "Disputes; Arbitration" section. Zebra Cares is committed to customer satisfaction, so if you have a problem or dispute, we will try to resolve your concerns. But if we are unsuccessful, you may pursue claims as explained in this section. You agree to give us an opportunity to resolve any disputes or claims relating in any way to the Site, any dealings with our customer experience agents, any services or products provided, any representations made by us, or our Privacy Policy ("Claims") by contacting us. If we are not able to resolve your Claims within sixty (60) days, you may seek relief through arbitration or in small claims court, as set forth below.

Any and all Claims will be resolved by binding arbitration, rather than in court. This includes any Claims you assert against us, our subsidiaries, users or any companies offering products or services through us (which are beneficiaries of this arbitration agreement). This also includes any Claims that arose before you accepted these Terms, regardless of whether prior versions of the Terms required arbitration.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including statutory damages, attorneys' fees and costs), and must follow and

enforce these Terms as a court would.

Arbitrations will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA Arbitration Consumer Rules (together, the “**AAA Rules**”). Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules, except as provided in this section. You may choose to have an arbitration conducted by telephone, based on written submissions, or in person in the state where you live or at another mutually agreed upon location. By agreeing to arbitration under the AAA Rules, the parties agree, among other things, that the arbitrator, and not any federal, state, or local court or agency, shall have the exclusive power to rule on any objections with respect to the existence, scope, or validity of the arbitration agreement or to the arbitrability of any claim or counterclaim.

Any and all proceedings to resolve Claims will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a Claim proceeds in court rather than in arbitration **we each waive any right to a jury trial.** The Federal Arbitration Act and federal arbitration law apply to these Terms. An arbitration decision may be confirmed by any court with competent jurisdiction.

19. Responsibility for Property, Tenant and Renter Liability.

Users are solely responsible for obtaining insurance coverage sufficient to protect their property, personal property, persons and guests, as applicable. Users agree that they have or will obtain the appropriate insurance coverage sufficient to cover the properties they list on the Site before their first interaction and will maintain adequate insurance coverage through any transaction they have obtained via our Site. Further, users agree to provide us with copies of relevant proof of coverage upon request.

20. General.

To contact us, please visit www.zebracares.com.

These Terms are governed by the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* (“**FAA**”), AAA Rules, federal arbitration law, and for U.S. residents, the laws of the state in which you reside (as determined by the billing address you have provided us), without regard to conflict of laws principles. It is the intent of the parties that the FAA and AAA Rules shall preempt all state laws to the fullest extent permitted by law.

Our relationship is that of independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relations is intended or created by these Terms or your use of the Site. Except as explicitly stated otherwise, any notices to us shall be given by postal mail to dan@zebracares.com.

When we need to send you notice, it will be sent to the email address you provide to the Site during the registration or inquiry process or as later updated in your account (if applicable). Notice shall be deemed given upon receipt or 24 hours after an email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, to any physical address provided to us during the registration process or as later updated in your account (if applicable). Notice shall be deemed given three (3) days after the date of mailing to a physical address and one day after mailing to an electronic address.

We may change, suspend or discontinue any aspect of the Site at any time, including the

availability of any Site features, database or content. We may also impose limits on certain features or services or restrict your access to parts or the entire Site without notice or liability. This version of the Terms became effective on the date set forth above and this version amends the version effective before such date. We reserve the right, in our sole discretion, to amend these Terms, in whole or in part, at any time. Notification of any amendment will be posted on the Site by the indication of the last amendment date at the top of these Terms and will be effective immediately.

We also reserve the right, in our sole discretion and from time to time, to offer programs, products or services with unique terms and conditions that are separate from and may supersede or supplement in certain respects these Terms. In such cases, your use of the Site with respect to such special program is governed by these Terms together with the terms and conditions of such program, product or service. We reserve the right, but assume no obligation, to agree to different or conflicting terms and conditions with respect to any user. Any such terms and conditions will not be enforceable unless specifically agreed to by us.

The types of products and services (including the features, terms and operation thereof) offered at the time of a user's sign up are subject to the descriptions displayed at the time of use and/or purchase and are subject to change without notice or approval. We further reserve the right to offer additional products, services or features for purchase at any time.

We do not separately file the Terms entered into by each user of the Site. Please make a copy of these Terms for your records by printing and/or saving a downloaded copy of the Terms on your personal computer. We may immediately terminate any user's access to or use of the Site due to such user's breach of these Terms or any other unauthorized use of the Site. However, we do not guarantee that we will take action against all breaches of these Terms. Our failure to take immediate action with respect to a breach by you or others does not waive our right to act with respect to such breach or any other breach.

These Terms constitute the entire agreement between us and you with respect to the matters set forth herein, and supersede any prior agreement between us and you with respect to your use of the Site. Headings in these Terms are for reference only and do not limit the scope or extent of such section. In the event of any conflict between these Terms and any other terms and conditions applicable to a product, tool or service offered on our Site, the Terms herein shall prevail. If any portion of these Terms is found to be invalid or unenforceable by any court of competent jurisdiction, the other provisions of these Terms shall remain in full force and effect. Further, any provision of these Terms held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

We may assign these Terms in our sole discretion. Users must obtain our prior written consent to assign these Terms, which may be granted or withheld by us in our sole discretion.

Zebra Cares is pledged to the letter and spirit of U.S. policy for the achievement of equal housing opportunity throughout the United States. We encourage and support an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, color, religion, sex, handicap, familial status, or national origin. Our platform is open to every race, color, religion, national origin, ancestry, sex, gender identity, sexual orientation, and marital status. We expect all users to demonstrate respect and tolerance in all interactions with other users, both online and offline, and we reserve the right to remove anyone from our marketplace who fails to abide by these principles.

21. User Eligibility; Accuracy of Information; Listing Practice Requirements.

Our services may only be used by users who can form legally binding contracts under applicable law. Each user represents and covenants that all information submitted to us and to the Site during registration with the Site shall be true and correct. Each user further agrees to promptly provide notice to the Site regarding any updates to any such contact information previously submitted by such user to the Site. Upon our request, each user agrees to promptly provide to us such proof of personal identification, proof that the condition, location, or amenities associated with the property are accurately described in the listing, proof of rental and rental availability of the property listed on the Site, and/or proof of authority to list the property.

22. Photographs.

Photographs should depict the rental property as the main subject of the photograph and may not include children or adults if you do not have their legal consent or any information or images that would violate the privacy rights, intellectual property rights (including but not limited to copyright rights) or any other rights of a third party. We reserve the right to not display or to remove any photographs that we determine, in our sole discretion, do not meet these Terms or are otherwise unacceptable to us.

By submitting a photograph to us, the user represents and warrants that (a) it holds all intellectual property rights (including but not limited to all copyright rights), (b) that any people in the photograph have given permission for their likeness to be displayed in an online advertisement on the Site, (c) that the photograph accurately and fairly represents the subject of the photograph and has not been altered in any manner that would mislead a viewer of that photograph, and (d) that it will indemnify and hold harmless the Site and any user of Zebra Cares from any cause of action arising from any misrepresentation with respect to any and all photographs so submitted or in the event of claims that the use of a photograph violates another party's copyright.

It is the user's responsibility to obtain any and all permissions required to use, post and grant the foregoing rights in all photographic and other material used in its listings. The user warrants that it is the owner of the copyright in such material or is authorized by the owner thereof to grant to us the rights therein contained and agrees to provide any proof of such rights to us that we may request. Each user further agrees that we may reproduce in whole or in part any photographic material supplied by such user in the promotion of either such user's rental property or the Site.

23. Uses of Our Trademarks or Logos.

The Zebra Cares name and logo and those of Zebra Cares and our affiliates are trademarks or registered trademarks in the United States and other jurisdictions around the world. We generally do not permit the use of our names and logos, other than as described above or with our prior written authorization. If you want permission to use our name and/or logo in any other manner, including, without limitation, on any website, business card, signage, t-shirt, etc.