

# SERVICE AGREEMENT

Effective Sept 22nd, 2018

## 1. RENTAL PRO CLUB ACCOUNTS

*Section 1 discusses what you must agree to before using the Site or Site Services and the different types of accounts that can be created on the Site, as detailed below.*

### 1.1 REGISTRATION AND ACCEPTANCE

By registering for an account to use the Site or Site Services (an “Account”), by using the Site or Site Services after the Effective Date if you had an Account on the Effective Date, or by clicking to accept the Terms of Service when prompted on the Site, you agree to abide by this Agreement and the other Terms of Service.

To access and use certain portions of the Site and the Site Services, you must register for an Account. Subject to the Site Terms of Use, certain portions of the Site are available to Site Visitors, including those portions before your Account registration is accepted. Rental Pro Club reserves the right to decline a registration to join Rental Pro Club or to add an Account type as a Rental Property Owner, Buyer or Institutional Partner, for any lawful reason, including supply and demand, cost to maintain data, or other business considerations.

If you create an Account as an employee or agent on behalf of a company, you represent and warrant that you are authorized to enter into binding

contracts, including the Terms of Service, on behalf of yourself and the company.

## 1.2 ACCOUNT ELIGIBILITY

To register for an Account or use the Site and Site Services, you must, and hereby represent that you (a) have or are an employee or agent of and authorized to act for an independent business (whether it be as a self-employed individual/sole proprietor or as a corporation, limited liability company, or other entity); (b) will use the Site and Site Services for business purposes only; (c) will comply with any licensing, registration, or other requirements with respect to your business, or the business for which you are acting, and the provision of Services; and (d) a legal entity or an individual 18 years or older (or have otherwise reached the age of majority in the jurisdiction in which you conduct business) who can form legally binding contracts.

## 1.3 ACCOUNT PROFILE

To register for an Account to join the Site, you must complete a User profile ("Profile"), which you consent to be shown to other Users and, unless you change your privacy settings, the public. You agree to provide true, accurate, and complete information on your Profile and all registration and other forms you access on the Site or provide to us and to update your information to maintain its truthfulness, accuracy, and completeness. You agree not to provide any false or misleading information about your identity or location, your business, your skills, or the services your business provides and to correct any such information that is or becomes false or misleading.

## 1.4 ACCOUNT TYPES

Rental Pro Club, Inc. offers a technology service and platform via the Services through which Sellers and Buyers of real estate properties can connect. Sellers can sign up with the Services and advertise a list of real estate properties that are for sale by posting "Listings." The real estate properties included in the Listings are collectively referred to as "Homes," or "Properties" or individually, a "Home," or "Property" on the Services and in these Terms. Buyers can browse the Listings and contact the Seller if they are interested in buying a Property included in a Listing. Rental Pro Club, Inc. also offers Users the ability to use tools made available through the Site to analyze a property and create a dashboard to organize the User's information on the property and assess performance in a single location (collectively, the "Community") the Community may offer free Services or also may charge for Services.

As described in this Section, there are a number of different Account types. Once you register for one Account type, you can add the other Account types under the same username and password. For example, if you already have a Rental Property Owner ("RPO") Account (defined below), you need to add a Buyer Account as a separate account type in settings and re-register. We reserve the right to revoke the privileges of the Account or access to or use of the Site or Site Services, and those of any and all linked Accounts without warning if, in our sole discretion, false or misleading information has been provided in creating, marketing, or maintaining your Profile or Account.

## 1.4.1 CLIENT ACCOUNT

You can register for an Account or add an Account type to use the Site and Site Services as a Client (a "Buyer Account"). Each User under a Buyer Account ("Team Member") can be given different permissions to act on behalf of the Buyer Account.

## 1.4.2 RPO MEMBER ACCOUNT

You can register for an Account or add an Account type to use the Site and Site Services as a Rental Property Owner (a “RPO Account”).

## 1.4.3 SERVICE MEMBER ACCOUNT

You can register for an Account or add an Account type to use the Site and Site Services as a Service Provider (a “Service Provider Account”).

## 1.5 ACCOUNT PERMISSIONS

You agree not to request or allow another person to create an Account on your behalf, for your use, or for your benefit, except that an authorized employee or agent may create an Account on behalf of your business. By granting other Users permissions under your Account, including as a Team Member or you represent and warrant that (a) the User is authorized to act on your behalf, (b) you are financially responsible for the User’s actions taken in accordance with those permissions, including, if applicable, entering into binding contracts on behalf of the owner of the Account, and (c) you are fully responsible and liable for any action of any User to whom you have provided any permissions and any other person who uses the Account. If any such User violates the Terms of Service, it may affect your ability to use the Site. Upon closure of an Account, Rental Pro Club may close any or all related Accounts.

## 1.6 IDENTITY AND LOCATION VERIFICATION

When you register for an Account and from time to time thereafter, your Account will be subject to verification, including, but not limited to, validation against third-party databases or the verification of one or more official

government or legal documents that confirm your identity, your location, and your ability to act on behalf of your business on Rental Pro Club. You authorize Rental Pro Club, directly or through third parties, to make any inquiries necessary to validate your identity, your location, and confirm your ownership of your email address or financial accounts, subject to applicable law. When requested, you must timely provide us with complete information about yourself and your business.

## 1.7 USERNAMES AND PASSWORDS

When you register for an Account, you will be asked to choose a username and password for the Account. You are entirely responsible for safeguarding and maintaining the confidentiality of your username and password and agree not to share your username or password with any person who is not authorized to use your Account. You authorize Rental Pro Club to assume that any person using the Site with your username and password, either is you or is authorized to act for you. You agree to notify us immediately if you suspect or become aware of any unauthorized use of your Account or any unauthorized access to the password for any Account. You further agree not to use the Account or log in with the username and password of another User of the Site if (a) you are not authorized to use either or (b) the use would violate the Terms of Service.

## 2. PURPOSE OF RENTAL PRO CLUB

*Section 2 discusses what Rental Pro Club does and does not do when providing the Site and Site Services and some of your responsibilities when using the Site to find or enter into a Service Contract with a User or Client, as detailed below.*

The Site is a marketplace where Rental Property Owners, Service Providers and Buyers can identify each other and advertise, buy and sell real estate, and sell Services online. Subject to the Terms of Service, Rental Pro Club provides the Site Services to Users, including hosting and maintaining the Site, facilitating the formation of Contracts, and assisting Users in resolving disputes which may arise in connection with those Contracts.

## 2.1 RELATIONSHIP WITH RENTAL PRO CLUB

Rental Pro Club merely makes the Site and Site Services available to enable RPOs, Service Providers and Buyers to find and transact directly with each other. Rental Pro Club does not introduce RPOs and Buyers. Through the Site and Site Services, RPO's may be notified of Service Providers and Buyers that may be seeking to acquire their properties and RPOs may be notified of Service Providers that may offer the services they seek; at all times, however, Users are responsible for evaluating and determining the suitability of any Buyer or Service Provider on their own. If Users decide to enter into a Sales or Services Contract, the Contract is directly between the Users and Rental Pro Club is not a party to that Service Contract.

You acknowledge, agree, and understand that Rental Pro Club is not a party to the relationship or any dealings between Users. Without limitation, Users are solely responsible for (a) ensuring the accuracy and legality of any User Content, (b) determining the suitability of other Users for a Service Contract (such as any interviews, vetting, background checks, or similar actions), (c) negotiating, agreeing to, and executing any terms or conditions of Service Contracts. You further acknowledge, agree, and understand that you are solely responsible for assessing whether to enter into a Service Contract with another User and for verifying any information about another User, including [Composite Information](#) (defined below). Rental Pro Club does not make any

representations about or guarantee the truth or accuracy of any RPO's listings or other User Content on the Site; does not verify any feedback or information provided by RPO's or Service Providers; and does not vet or otherwise perform background checks on Buyers or Clients. You acknowledge, agree, and understand that Rental Pro Club does not, in any way, supervise, direct, control, or evaluate Service Providers or their work and is not responsible for any Project, Project terms or Work Product. Rental Pro Club makes no representations about and does not guarantee, and you agree not to hold Rental Pro Club responsible for, the quality, safety, or legality of Service Providers; the qualifications, background, or identities of Users; the ability of Service Providers to deliver Services; the ability of RPOs to pay for Services; User Content, statements or posts made by Users; or the ability or willingness of a Buyer to actually complete a transaction.

## 2.2 TAXES AND BENEFITS

RPO, Buyer and Service Providers acknowledges and agrees that Users are solely responsible (a) for all tax liability associated with payments received from RPO's, Buyers and Service Providers through Rental Pro Club. In the event of an audit of Rental Pro Club, Users agrees to promptly cooperate with Rental Pro Club and provide copies of User's tax returns and other documents as may be reasonably requested for purposes of such audit, including but not limited to records showing User is engaging in an independent business as represented to Rental Pro Club.

## 3. CONTRACTUAL RELATIONSHIP BETWEEN CLIENT AND USER

Section 3 discusses the relationship you may decide to enter into with another User, including Service Contracts between Users, as detailed below.

### 3.1 SERVICE CONTRACTS

If a RPO and Service Provider decide to enter into a Service Contract, the Service Contract is a contractual relationship directly between the Client and User. Client and User have complete discretion both with regard to whether to enter into a Service Contract with each other and with regard to the terms of any Service Contract. You acknowledge, agree, and understand that Rental Pro Club is not a party to any Service Contracts, that the formation of a Service Contract between Users will not, under any circumstance, create an employment or other service relationship between Rental Pro Club and any User or a partnership or joint venture between Rental Pro Club and any User.

With respect to any Service Contract, Clients and Users may enter into any written agreements that they deem appropriate (e.g., confidentiality agreements, invention assignment agreements, assignment of rights, etc.) provided that any such agreements do not conflict with, narrow, or expand Rental Pro Club's rights and obligations under the Terms of Service, including this Agreement..

### 3.3 CONFIDENTIAL INFORMATION

Users may agree to any terms they deem appropriate with respect to confidentiality. If and to the extent that the Users do not articulate any different agreement, then they agree that this Section 3.3 (Confidentiality) applies.

To the extent a User provides Confidential Information to the other, the recipient will protect the secrecy of the discloser's Confidential Information with the same degree of care as it uses to protect its own Confidential Information, but in no event with less than due care. On a User's written request, the party that received Confidential Information will promptly destroy or return the disclosing party's Confidential Information and any copies thereof contained in or on its premises, systems, or any other equipment otherwise under its control.

### 3.4 THIRD-PARTY BENEFICIARIES

It is the intent of the Parties to this Agreement that Users who have entered into Service Contracts or disclosed or received Confidential Information to another User are third-party beneficiaries of this Agreement with respect to this Section 3 only.

## 4. REAL ESTATE CLASSIFICATION

*Section 4 discusses what you agree to concerning listing, selling and buying property*

### 4.1 SELLER TERMS

The first service option is the process that occurs when you sign-up for a free RPO account. After agreeing to the full Electronic Consent and Terms of Use and the Privacy Policy request, you will enter your property details. You will then get matched with Lenders, Brokers, or Partners who may respond with conditional purchases offers posted back to your RPO Account. You will be

able to see one purchase offer per month and see how many additional offers are waiting for your review if you become a monthly member.

"Listing(s)" means a description of a Property that the Seller lists for sale using the Services. When one creates a Listing, you will need to submit information to us about the Property, including without limitation, images, general property information and tenant and lease information. You hereby grant a license to Rental Pro Club, Inc. to use such listing information in order to operate the Services - please see the Section below entitled "Rights in Content Granted by You". It is important that such information be complete and accurate and we do not verify any such information or User Content you provide to us via the Services for your Listings. A Listing can also include requirements with which potential Buyers must comply in order to purchase the Property for sale in a Listing. We may provide Additional Property Information for Listings. You agree that you are responsible for all Listings you post and for keeping the Listings information current and up to date, including up to the date of sale of a Property included in a Listing. We reserve the right to reject a Listing for any reason in our sole and absolute discretion. We will notify you if we reject your Listing and we may give you an opportunity to amend your Listing into a form that we would publish.

"Additional Property Information" means information about the Properties included in Listings, including, without limitation, valuation estimates, inspections, pest reports, conditions, repairs, cost estimates, financial estimates, neighborhood information, photographs, lease verification, property management terms, title, permits and lien information, that we obtain from a variety of sources. This Additional Property Information is licensed to Users under the Section below entitled "Rights in Content Granted by Rental Pro Club" and our provision of the Additional Property Information to Users does not in any way mean that we have endorsed or are

endorsing the Seller or Seller's Listing or the outcome of any purchase of a Property. You hereby authorize Rental Pro Club to act on your behalf, if applicable, to gather the Additional Property Information and you agree to grant Rental Pro Club any necessary authorization to do so. You acknowledge that the Additional Property Information made available via the Services is current as of the date that it was generated and Rental Pro Club makes no warranties that the Additional Property Information will be accurate or up to date on that date that Users access and view the Additional Property Information.

### *Contract with Buyers*

Rental Pro Club does not, either directly, or indirectly, act as your real estate agent or broker, contracting agent or other representative. You acknowledge and agree that you, and not Rental Pro Club, will be responsible for performing the obligations of any contracts with the Buyer, and Rental Pro Club is not a party to such contracts or Purchase and Sale Agreements and disclaims all liability arising from or related to such contracts. You represent and warrant that you will act in compliance with all applicable laws in connection with Listings you post using the Services and any sale of Properties to Buyers.

## 4.2 BUYER TERMS

### Buyer Terms

The terms in this Section apply to you if you are a Buyer. If you're a Seller, please see the Section "Seller Terms" above.

### No Endorsement and Buyer Diligence Review

We do not endorse any Seller or Seller's Listings. We don't have an obligation to conduct background checks on any Seller, but we might do so on a discretionary basis. Rental Pro Club is not responsible for any damage or harm resulting from your communication or interaction with Sellers or other Buyers. We may, on Seller's behalf, provide Additional Property Information to Buyers via the Services about a Seller's Listing. Rental Pro Club makes no representation that the Additional Property Information provided is accurate or complete. With respect to a Property which the Buyer desires to purchase Buyer represents that Buyer has reviewed and understands all information available on the Site as to such Property. Buyer also understands that any estimated financial information displayed on the Site are based upon third party information which has been obtained by Rental Pro Club and reasonable assumptions of Rental Pro Club. Buyer further understands that any such financial information may not be accurate or complete and relies on such information at its own risk.

Buyer Conduct:

#### PROHIBITED ACTIVITIES

In addition to the activities listed in the Conduct section below, Buyers are specifically prohibited from activities that violate the RPO's Acceptable Use Policies and Terms of Service. Buyers are also not allowed to acquire properties from RPOs that they have met through the Service without payment of the platform fee.

#### CONDUCT

You agree not to use the Service to:

acquire a portion of the RPO portfolio and then transact to acquire the balance of the portfolio without payment of the platform fee

arrange for subsidiaries, related entities or otherwise controlled parties to acquire portfolios

You agree to submit records of property transactions upon reasonable request by Rental Pro Club.

upload, post, email, transmit or otherwise make available any Information about the portfolios to outside parties

You acknowledge and agree that the Company may preserve Information and may also disclose Information if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to:

(a) comply with legal process;

(b) enforce the Terms;

(c) respond to claims that any Information violates the rights of third-parties; or

(d) protect the rights, property, or personal safety of the Company, its Users and/or the public. You understand that the technical processing and transmission of the Service, including your Information, may involve:

(a) transmissions over various networks; and

(b) changes to conform and adapt to technical requirements of connecting networks or devices.

BUYER ACKNOWLEDGES THAT WITH RESPECT TO ESTIMATES, FORECASTS AND PROJECTIONS DISPLAYED ON THE SITE, (i) NO ASSURANCE CAN BE GIVEN REGARDING THE ACCURACY OR APPROPRIATENESS OF THE ASSUMPTIONS AND JUDGMENTS MADE, OR THE METHODOLOGIES USED AND (ii) SUCH ESTIMATES, FORECASTS AND PROJECTIONS ARE

FORWARD-LOOKING STATEMENTS AND INVOLVE RISKS AND UNCERTAINTIES THAT MAY CAUSE ACTUAL RESULTS TO BE MATERIALLY DIFFERENT FROM THE ESTIMATES, FORECASTS AND PROJECTIONS. ACCORDINGLY, BUYER SHOULD RELY ON SUCH ESTIMATES, FORECASTS AND PROJECTIONS AT ITS OWN RISK.

Buyer understands and acknowledges (i) that investing in real estate is risky and unpredictable; (ii) that the real estate industry has its ups and downs; and (iii) that the Property you purchase might not be able to be rented at amounts sufficient to cover your debt, expenses and liabilities, and might not result in a positive cash flow. Buyer further understands and acknowledges that the value of any Property purchased may decline after you buy it and that future property values are unpredictable and may go down. Buyer also acknowledges and agrees that Rental Pro Club is not an investment or tax advisor and you must make your own investment and tax decisions either alone or with the assistance of professional investment and tax advisors.

### *Liability*

You agree that any legal remedy or liability that you seek to obtain for actions or omissions of Seller or other third parties regarding Listings or any Purchase and Sale Agreement you enter into with a Seller for purchase of a Property, will be limited to a claim against the particular Seller or other third parties who directly caused you harm and you agree not to attempt to make a claim for damages or liability against Rental Pro Club or a Rental Pro Club Entity, or seek any legal remedy from Rental Pro Club or a Rental Pro Club Entity with respect to such actions or omissions. For additional terms regarding liability, please also refer to the paragraphs herein below entitled "Indemnity" and "Limitation of Liability".

We also encourage you to communicate directly with the Sellers regarding Listings they have posted for their Properties. You may also contact us and we will take any actions that we deem appropriate.

### *Your Obligations as a Buyer*

Contract with Sellers You acknowledge and agree that we do not, either directly, or indirectly, act as your real estate agent or broker, contracting agent or other representative. Regardless of whether or not you have entered into a Broker Agreement, as a Buyer, you agree that the Seller will require you to enter into a contract and/or Purchase and Sale Agreement with the Seller in order to purchase a Property that the Seller has listed and you agree to accept any term, conditions, rules and restrictions imposed by the Seller. You acknowledge and agree that you, and not Rental Pro Club, will be responsible for performing the obligations of any contracts with the Seller, and that Rental Pro Club is not a party to such contracts or Purchase and Sale Agreements and disclaims all liability arising from or related to such contracts.

## 5. RENTAL PRO CLUB FEES

*Section 5 describes what fees you agree to pay to Rental Pro Club in exchange for Rental Pro Club providing the Site and Site Services to you and what taxes Rental Pro Club may collect, as detailed below.*

### 5.1 FOR BUYERS AND SERVICE PROVIDERS

Buyers pay Rental Pro Club a Platform Fee for the use of the Site and to make offers.

The Platform Fees can be found [here](#).

Rental Pro Club charges advertising fees to Service Providers for using the Site's platform.

The Service Fees charged by the Service providers are paid solely by RPO.

## 5.2 VAT AND OTHER TAXES

Rental Pro Club may be required by applicable law to collect taxes or levies including, without limitation, withholding income tax or VAT (while some countries may refer to VAT using other terms, e.g. GST, we'll just refer to VAT, GST and any local sales taxes collectively as "VAT") in the jurisdiction of the User (the "Taxes"). In such instances, any amounts Rental Pro Club is required to collect or withhold for the payment of any such Taxes shall be collected in addition to the fees owed to Rental Pro Club under the Terms of Service.

## 6. RECORDS OF COMPLIANCE

*Section 6 discusses your agreement to make and keep all required records, as detailed below.*

Users will each (a) create and maintain records to document satisfaction of their respective obligations under this Agreement, including, without limitation, their respective payment obligations and compliance with tax and employment laws, and (b) provide copies of such records to Rental Pro Club upon request. Nothing in this subsection requires or will be construed as requiring Rental Pro Club to supervise or monitor a User's compliance with this Agreement, the other Terms of Service, or a Service Contract. You are solely responsible for creation, storage, and backup of your business records. This Agreement and any registration for or subsequent use of the Site will not

be construed as creating any responsibility on Rental Pro Club's part to store, backup, retain, or grant access to any information or data for any period.

## 7. WARRANTY DISCLAIMER

*Section 7 discusses your agreement and understanding that the Site and Site Services may not always be available or work perfectly, as detailed below.*

YOU AGREE NOT TO RELY ON THE SITE, THE SITE SERVICES, ANY INFORMATION ON THE SITE OR THE CONTINUATION OF THE SITE. THE SITE AND THE SITE SERVICES ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. RENTAL PRO CLUB MAKES NO REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE SITE, THE SITE SERVICES, WORK PRODUCT, OR ANY ACTIVITIES OR ITEMS RELATED TO THIS AGREEMENT OR THE TERMS OF SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RENTAL PRO CLUB DISCLAIMS ALL EXPRESS AND IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW FOR ALL OF THE FOREGOING LIMITATIONS ON WARRANTIES, SO TO THAT EXTENT, SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. SECTION 14 (TERM AND TERMINATION) STATES USER'S SOLE AND EXCLUSIVE REMEDY AGAINST RENTAL PRO CLUB WITH RESPECT TO ANY DEFECTS, NON-CONFORMANCES, OR DISSATISFACTION.

## 8. LIMITATION OF LIABILITY

*Section 8 discusses your agreement that Rental Pro Club usually will not have to pay you damages relating to your use of the Site and Site Services and, if it is, at most it will be required to pay you \$2,500, as detailed below.*

Rental Pro Club is not liable, and you agree not to hold us responsible, for any damages or losses arising out of or in connection with the Terms of Service, including, but not limited to:

- your use of or your inability to use our Site or Site Services;
- delays or disruptions in our Site or Site Services;
- viruses or other malicious software obtained by accessing, or linking to, our Site or Site Services;
- glitches, bugs, errors, or inaccuracies of any kind in our Site or Site Services;
- damage to your hardware device from the use of the Site or Site Services;
- the content, actions, or inactions of third parties' use of the Site or Site Services;
- a suspension or other action taken with respect to your Account;
- your reliance on the quality, accuracy, or reliability of job postings, Profiles, ratings, recommendations, and feedback (including their content, order, and display), Composite Information, or metrics found on, used on, or made available through the Site; and
- your need to modify practices, content, or behavior or your loss of or inability to do business, as a result of changes to the Terms of Service.

ADDITIONALLY, IN NO EVENT WILL RENTAL PRO CLUB, OUR AFFILIATES, OUR LICENSORS, OR OUR THIRD-PARTY SERVICE PROVIDERS BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT COSTS OR DAMAGES, INCLUDING, BUT NOT LIMITED TO, LITIGATION COSTS, INSTALLATION AND REMOVAL COSTS, OR LOSS OF DATA, PRODUCTION, PROFIT, OR BUSINESS OPPORTUNITIES. THE LIABILITY OF RENTAL PRO CLUB, OUR AFFILIATES, OUR LICENSORS, AND OUR THIRD-PARTY SERVICE PROVIDERS TO ANY USER FOR ANY CLAIM ARISING

OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE OTHER TERMS OF SERVICE WILL NOT EXCEED THE LESSER OF: (A) \$2,500; OR (B) ANY FEES RETAINED BY RENTAL PRO CLUB WITH RESPECT TO SERVICE CONTRACTS ON WHICH USER WAS INVOLVED AS CLIENT OR USER DURING THE SIX-MONTH PERIOD PRECEDING THE DATE OF THE CLAIM. THESE LIMITATIONS WILL APPLY TO ANY LIABILITY, ARISING FROM ANY CAUSE OF ACTION WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE OTHER TERMS OF SERVICE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH COSTS OR DAMAGES AND EVEN IF THE LIMITED REMEDIES PROVIDED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR ALL OF THE FOREGOING EXCLUSIONS AND LIMITATIONS, SO TO THAT EXTENT, SOME OR ALL OF THESE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

## 9. RELEASE

*Section 9 discusses your agreement not to hold us responsible for any dispute you may have with another User, as detailed below.*

In addition to the recognition that Rental Pro Club is not a party to any contract between Users, you hereby release Rental Pro Club, our Affiliates, and our respective officers, directors, agents, subsidiaries, joint ventures, employees and service providers from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with any dispute you have with another User, whether it be at law or in equity that exist as of the time you enter into this agreement. This release includes, for example and without limitation, any disputes regarding the performance, functions, and quality of the User

Services provided to Client by a User and requests for refunds based upon disputes. Procedures regarding the handling of certain disputes between Users are discussed in the Escrow Instructions.

TO THE EXTENT APPLICABLE, YOU HEREBY WAIVE THE PROTECTIONS OF CALIFORNIA CIVIL CODE § 1542 (AND ANY ANALOGOUS LAW IN ANY OTHER APPLICABLE JURISDICTION) WHICH SAYS: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

This release will not apply to a claim that Rental Pro Club failed to meet our obligations under the Terms of Service.

## 10. INDEMNIFICATION

*Section 10 discusses your agreement to pay for any costs or losses we have as a result of a claim brought against us related to your use of the Site or Site Services or your illegal or harmful conduct, as detailed below.*

You will indemnify, defend, and hold harmless Rental Pro Club, our Affiliates, and our respective directors, officers, employees, representatives, and agents (each an “Indemnified Party”) for all Indemnified Claims (defined below) and Indemnified Liabilities (defined below) relating to or arising out of: (a) the use of the Site and the Site Services by you or your agents, including any payment obligations or default (described in Section 6.4 (Non-Payment)) incurred through use of the Site Services; (b) any Service Contract entered into by you or your agents, including, but not limited to, the classification of a User as an independent contractor; the classification of Rental Pro Club as an employer or joint employer of User; any employment-related claims, such as those

relating to employment termination, employment discrimination, harassment, or retaliation; and any claims for unpaid wages or other compensation, overtime pay, sick leave, holiday or vacation pay, retirement benefits, worker's compensation benefits, unemployment benefits, or any other employee benefits; (c) failure to comply with the Terms of Service by you or your agents; (d) failure to comply with applicable law by you or your agents; (e) negligence, willful misconduct, or fraud by you or your agents; and (f) defamation, libel, violation of privacy rights, unfair competition, or infringement of Intellectual Property Rights or allegations thereof to the extent caused by you or your agents. For purposes of this Section 10, your agents includes any person who has apparent authority to access or use your account demonstrated by using your username and password.

"Indemnified Claim" means any and all claims, damages, liabilities, costs, losses, and expenses (including reasonable attorneys' fees and all related costs and expenses) arising from or relating to any claim, suit, proceeding, demand, or action brought by you or a third party or other User against an Indemnified Party.

"Indemnified Liability" means any and all claims, damages, liabilities, costs, losses, and expenses (including reasonable attorneys' fees and all related costs and expenses) arising from or relating to any claim, suit, proceeding, demand, or action brought by an Indemnified Party against you or a third party or other User.

## 11. AGREEMENT TERM AND TERMINATION

Section 11 discusses your and Rental Pro Club's agreement about when and how long this Agreement will last, when and how either you or Rental Pro

Club can end this Agreement, and what happens if either of us ends the Agreement, as detailed below.

## 11.1 TERMINATION

Unless both you and Rental Pro Club expressly agree otherwise in writing, either of us may terminate this Agreement in our sole discretion, at any time, without explanation, upon written notice to the other, which will result in the termination of the other Terms of Service as well, except as otherwise provided herein. You may provide written notice to [legalnotices@RentalProClub.com](mailto:legalnotices@RentalProClub.com). In the event you properly terminate this Agreement, your right to use the Site and Site Services is automatically revoked, and your Account will be closed. Rental Pro Club is not a party to any Service Contract between Users. Consequently, User understands and acknowledges that termination of this Agreement (or attempt to terminate this Agreement) does not terminate or otherwise impact any Service Contract or Project entered into between Users. If you attempt to terminate this Agreement while having one or more open Projects, you agree (a) you hereby instruct Rental Pro Club to close any open contracts; (b) you will continue to be bound by this Agreement and the other Terms of Service until all such Projects have closed on the Site; (c) Rental Pro Club will continue to perform those Site Services necessary to complete any open Project or related transaction between you and another User; and (d) you will continue to be obligated to pay any amounts accrued but unpaid as of the date of termination or as of the closure of any open Service Contracts, whichever is later, to Rental Pro Club for any Site Services or such other amounts owed under the Terms of Service and to any Users for any User Services.

Without limiting Rental Pro Club's other rights or remedies, we may, but are not obligated to, temporarily or indefinitely revoke access to the Site or Site

Services, deny your registration, or permanently revoke your access to the Site and refuse to provide any or all Site Services to you if: (i) you breach the letter or spirit of any terms and conditions of this Agreement or any other provisions of the Terms of Service; (ii) we suspect or become aware that you have provided false or misleading information to us; or (iii) we believe, in our sole discretion, that your actions may cause legal liability for you, our Users, or Rental Pro Club or our Affiliates; may be contrary to the interests of the Site or the User community; or may involve illicit or illegal activity. If your Account is temporarily or permanently closed, you may not use the Site under the same Account or a different Account or re-register under a new Account without Rental Pro Club's prior written consent. If you attempt to use the Site under a different Account, we reserve the right to reclaim available funds in that Account and/or use an available Payment Method to pay for any amounts owed by you to the extent permitted by applicable law.

You acknowledge and agree that the value, reputation, and goodwill of the Site depend on transparency of User's Account status to all Users, including both yourself and other Users who have entered into Service Contracts with you. You therefore agree as follows: IF RENTAL PRO CLUB DECIDES TO TEMPORARILY OR PERMANENTLY CLOSE YOUR ACCOUNT, RENTAL PRO CLUB HAS THE RIGHT WHERE ALLOWED BY LAW BUT NOT THE OBLIGATION TO: (A) NOTIFY OTHER USERS THAT HAVE ENTERED INTO SERVICE CONTRACTS WITH YOU TO INFORM THEM OF YOUR CLOSED ACCOUNT STATUS, (B) PROVIDE THOSE USERS WITH A SUMMARY OF THE REASONS FOR YOUR ACCOUNT CLOSURE. YOU AGREE THAT RENTAL PRO CLUB WILL HAVE NO LIABILITY ARISING FROM OR RELATING TO ANY NOTICE THAT IT MAY PROVIDE TO ANY USER REGARDING CLOSED ACCOUNT STATUS OR THE REASON(S) FOR THE CLOSURE.

## 11.2 ACCOUNT DATA ON CLOSURE

Except as otherwise required by law, if your Account is closed for any reason, you will no longer have access to data, messages, files, or other material you keep on the Site and that that any closure of your Account may involve deletion of any content stored in your Account for which Rental Pro Club will have no liability whatsoever. Rental Pro Club, in its sole discretion and as permitted or required by law, may retain some or all of your Account information.

## 11.3 SURVIVAL

After this Agreement terminates, the terms of this Agreement and the other Terms of Service that expressly or by their nature contemplate performance after this Agreement terminates or expires will survive and continue in full force and effect. For example, the provisions requiring arbitration, permitting audits, protecting intellectual property, requiring non-circumvention, indemnification, payment of fees, reimbursement and setting forth limitations of liability each, by their nature, contemplate performance or observance after this Agreement terminates. Without limiting any other provisions of the Terms of Service, the termination of this Agreement for any reason will not release you or Rental Pro Club from any obligations incurred prior to termination of this Agreement or that thereafter may accrue in respect of any act or omission prior to such termination.

## 12. DISPUTES BETWEEN YOU AND RENTAL PRO CLUB

*Section 14 discusses your agreement with Rental Pro Club and our agreement with you about how we will resolve any disputes, including that*

*we will both first try to resolve any dispute informally and, if you are in the United States, that we both agree to use arbitration instead of going to court or using a jury if we can't resolve the dispute informally, as detailed below.*

## 12.1 DISPUTE PROCESS, ARBITRATION, AND SCOPE

If a dispute arises between you and Rental Pro Club or our Affiliates, our goal is to resolve the dispute quickly and cost-effectively. Accordingly, unless you opt out as provided in Section 14.4.4 below, you, Rental Pro Club, and our Affiliates agree to resolve any claim, dispute, or controversy that arises out of or relates to this Agreement, the other Terms of Service, your relationship with Rental Pro Club (including without limitation any claimed employment with Rental Pro Club or one of our Affiliates or successors), the termination of your relationship with Rental Pro Club, or the Site Services (each, a "Claim") in accordance with this Section 14 (sometimes referred to as the "Arbitration Provision").

Claims covered by this Arbitration Provision include, but are not limited to, all claims, disputes, or controversies arising out of or relating to this Agreement, the Terms of Service, any Service Contract, escrow payments or agreements, any payments or monies you claim are due to you from Rental Pro Club or our Affiliates or successors, trade secrets, unfair competition, false advertising, consumer protection, privacy, compensation, classification, minimum wage, seating, expense reimbursement, overtime, breaks and rest periods, termination, discrimination, retaliation or harassment and claims arising under the Defend Trade Secrets Act of 2016, Civil Rights Act of 1964, Rehabilitation Act, Civil Rights Acts of 1866 and 1871, Civil Rights Act of 1991, the Pregnancy Discrimination Act, Americans With Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act (except for claims

for employee benefits under any benefit plan sponsored by the Company and (a) covered by the Employee Retirement Income Security Act of 1974 or (b) funded by insurance), Affordable Care Act, Genetic Information Non-Discrimination Act, Uniformed Services Employment and Reemployment Rights Act, Worker Adjustment and Retraining Notification Act, Older Workers Benefits Protection Act of 1990, Occupational Safety and Health Act, Consolidated Omnibus Budget Reconciliation Act of 1985, False Claims Act, state statutes or regulations addressing the same or similar subject matters, and all other federal or state legal claims arising out of or relating to your relationship with Rental Pro Club or the termination of that relationship.

Disputes between the parties that may not be subject to predispute arbitration agreement as provided by the Dodd-Frank Wall Street Reform and Consumer Protection Act (Public Law 111-203) or as provided by an Act of Congress or lawful, enforceable Executive Order, are excluded from the coverage of this Agreement.

## 12.2 CHOICE OF LAW

These Site Terms of Use, the other Terms of Service, and any Claim will be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG); provided, however, that any Claims made by any User located within the United States will be governed by the law of the state in which such User resides. However, notwithstanding the foregoing sentence, this Arbitration Provision is governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.).

## 12.3 INFORMAL DISPUTE RESOLUTION

Before serving a demand for arbitration of a Claim, you and Rental Pro Club agree to first notify each other of the Claim. You agree to notify Rental Pro Club of the Claim at Attn: Legal, 441 Logue Ave., Mountain View, CA 94043 or by email to [legalnotices@Rental Pro Club.com](mailto:legalnotices@RentalProClub.com), and Rental Pro Club agrees to provide to you a notice at your email address on file (in each case, a "Notice"). You and Rental Pro Club then will seek informal voluntary resolution of the Claim. Any Notice must include pertinent account information, a brief description of the Claim, and contact information, so that you or Rental Pro Club, as applicable, may evaluate the Claim and attempt to informally resolve the Claim. Both you and Rental Pro Club will have 60 days from the date of the receipt of the Notice to informally resolve the other party's Claim, which, if successful, will avoid the need for further action.

## 12.4 BINDING ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER (DOES NOT APPLY TO USERS LOCATED OUTSIDE THE UNITED STATES AND ITS TERRITORIES)

This Arbitration Provision applies to all Users except Users located outside of the United States and its territories.

In the unlikely event the parties are unable to resolve a Claim within 60 days of the receipt of the applicable Notice, you, Rental Pro Club, and our Affiliates agree to resolve the Claim by final and binding arbitration before an arbitrator from JAMS, instead of a court or jury. JAMS may be contacted at [www.jamsadr.com](http://www.jamsadr.com).

### 12.4.1. SCOPE OF ARBITRATION AGREEMENT AND CONDUCT OF ARBITRATION

This Arbitration Provision applies to any Claim (defined above) the parties may have and survives after your relationship with Rental Pro Club ends. Claims covered by this Arbitration Provision include, but are not limited to, all claims, disputes or controversies arising out of or relating to this Agreement, the Terms of Service and the Rental Pro Club Payroll Agreement. This Arbitration Provision is intended to apply to the resolution of disputes that otherwise would be resolved in a court of law or before a forum other than arbitration. If for any reason JAMS will not administer the arbitration, either party may apply to a court of competent jurisdiction with authority over the location where the arbitration will be conducted for appointment of a neutral arbitrator.

Except as otherwise provided herein, arbitration will be conducted in Santa Clara County, California in accordance with the JAMS Comprehensive Arbitration Rules and Procedures' Optional Expedited Arbitration Procedures then in effect. Arbitration of disputes brought by a User that allege a violation of a consumer protection statute also will be subject to the JAMS Consumer Arbitration Minimum Standards, and such arbitrations will be conducted in the same state and within 25 miles of where the User is located. Claims by Users that allege employment or worker classification disputes or will be conducted in the state and within 25 miles of where User is located in accordance with the JAMS Employment Arbitration Rules and Procedures then in effect. The applicable JAMS arbitration rules may be found at [www.jamsadr.com](http://www.jamsadr.com) or by searching online for "JAMS Comprehensive Arbitration Rules and Procedures," "JAMS Employment Arbitration Rules," or "JAMS Consumer Arbitration Minimum Standards." Any dispute regarding the applicability of a particular set of JAMS rules shall be resolved exclusively by the arbitrator. Any party will have the right to appear at the arbitration by telephone and/or video rather than in person.

You and Rental Pro Club will follow the applicable JAMS rules with respect to arbitration fees. In any arbitration under the JAMS Employment Arbitration Rules and Procedures, the User will pay JAMS arbitration fees only to the extent those fees are no greater than the filing or initial appearance fees applicable to court actions in the jurisdiction where the arbitration will be conducted, with Rental Pro Club to make up the difference, if any. In any arbitration under the JAMS Comprehensive Arbitration Rules and Procedures' Optional Expedited Arbitration Procedures then in effect in which a User makes a claim under a consumer protection statute, the User will pay JAMS arbitration fees only to the extent those fees are no greater than the filing or initial appearance fees applicable to court actions in the jurisdiction where the arbitration will be conducted, or \$250.00, whichever is less, with Rental Pro Club to make up the difference, if any. The arbitrator must follow applicable law and may award only those remedies that would have applied had the matter been heard in court. Judgment may be entered on the arbitrator's decision in any court having jurisdiction.

This Arbitration Provision does not apply to litigation between Rental Pro Club and you that is or was already pending in a state or federal court or arbitration before the expiration of the opt-out period set forth in Section 12.4.4, below. Notwithstanding any other provision of this Agreement, no amendment to this Arbitration Provision will apply to any matter pending in an arbitration proceeding brought under this Section 14 unless all parties to that arbitration consent in writing to that amendment.

This Arbitration Provision also does not apply to claims for workers compensation, state disability insurance or unemployment insurance benefits.

Nothing in this Arbitration Provision prevents you from making a report to or filing a claim or charge with a government agency, including without

limitation the Equal Employment Opportunity Commission, U.S. Department of Labor, U.S. Securities and Exchange Commission, National Labor Relations Board, or Office of Federal Contract Compliance Programs. Nothing in this Arbitration Provision prevents the investigation by a government agency of any report, claim or charge otherwise covered by this Arbitration Provision. This Arbitration Provision also does not prevent federal administrative agencies from adjudicating claims and awarding remedies based on those claims, even if the claims would otherwise be covered by this Arbitration Provision. Nothing in this Arbitration Provision prevents or excuses a party from satisfying any conditions precedent and/or exhausting administrative remedies under applicable law before bringing a claim in arbitration. Rental Pro Club will not retaliate against you for filing a claim with an administrative agency or for exercising rights (individually or in concert with others) under Section 7 of the National Labor Relations Act.

## 12.4.2. INTERPRETATION AND ENFORCEMENT OF THIS ARBITRATION PROVISION

This Arbitration Provision is the full and complete agreement relating to the formal resolution of Claims. Except as otherwise provided in this Arbitration Provision, this Arbitration Provision covers, and the arbitrator shall have exclusive jurisdiction to decide, all disputes arising out of or relating to the interpretation, enforcement, or application of this Arbitration Provision, including the enforceability, revocability, scope, or validity of the Arbitration Provision or any portion of the Arbitration Provision. All such matters shall be decided by an arbitrator and not by a court. The parties expressly agree that the arbitrator and not a court will decide any question of whether the parties agreed to arbitrate, including but not limited to any claim that all or part of

this Arbitration Provision, this Agreement, or any other part of the Terms of Service is void or voidable.

In the event any portion of this Arbitration Provision is deemed unenforceable, the remainder of this Arbitration Provision will be enforceable. If any portion of the Class Action Waiver in subsection C, below, of this Arbitration Provision is deemed to be unenforceable, you and Rental Pro Club agree that this Arbitration Provision will be enforced to the fullest extent permitted by law.

#### 12.4.3. CLASS AND COLLECTIVE WAIVER

Private attorney general representative actions under the California Labor Code are not arbitrable, not within the scope of this Arbitration Provision and may be maintained in a court of law. However, this Arbitration Provision affects your ability to participate in class or collective actions. Both you and Rental Pro Club agree to bring any dispute in arbitration on an individual basis only, and not on a class or collective basis on behalf of others. There will be no right or authority for any dispute to be brought, heard or arbitrated as a class or collective action, or as a member in any such class or collective proceeding ("Class Action Waiver"). Notwithstanding any other provision of this Agreement or the JAMS rules, disputes regarding the enforceability, revocability, scope, or validity or breach of the Class Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. In any case in which (1) the dispute is filed as a class or collective action and (2) there is a final judicial determination that all or part of the Class Action Waiver is unenforceable, the class or collective action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration. You and Rental Pro Club agree that you will not be retaliated against, disciplined or threatened with discipline as a result of your filing or

participating in a class or collective action in any forum. However, Rental Pro Club may lawfully seek enforcement of this Arbitration Provision and the Class Action Waiver under the Federal Arbitration Act and seek dismissal of such class or collective actions or claims.

#### 12.4.4. RIGHT TO OPT OUT OF THE ARBITRATION PROVISION

You may opt out of the Arbitration Provision contained in this Section 14 by notifying Rental Pro Club in writing within 30 days of the date you first registered for the Site. To opt out, you must send a written notification to Rental Pro Club at Attn: Legal, 1511 Route 22 Ste 152, Brewster, NY 10509-4020 that includes (a) your Account username, (b) your name, (c) your address, (d) your telephone number, (e) your email address, and (f) a statement indicating that you wish to opt out of the Arbitration Provision. Alternatively, you may send this written notification to [legalnotices@RentalProClub.com](mailto:legalnotices@RentalProClub.com). Opting out of this Arbitration Provision will not affect any other terms of this Agreement.

If you do not opt out as provided in this Section 12.4.4, continuing your relationship with Rental Pro Club constitutes mutual acceptance of the terms of this Arbitration Provision by you and Rental Pro Club. You have the right to consult with counsel of your choice concerning this Agreement and the Arbitration Provision.

#### 12.4.5. Enforcement of this Arbitration Provision.

This Arbitration Provision replaces all prior agreements regarding the arbitration of disputes and is the full and complete agreement relating to the formal resolution of disputes covered by this Arbitration Provision. In the event any portion of this Arbitration Provision is deemed unenforceable, the

remainder of this Arbitration Provision will be enforceable. If any portion of the Class Action Waiver in Section 12.4.3, above, is deemed to be unenforceable, you and Rental Pro Club agree that this Arbitration Provision will be enforced to the fullest extent permitted by law.

## 13. GENERAL

*Section 13 discusses additional terms of the agreement between you and Rental Pro Club, including that the Terms of Service contain our full agreement, how the agreement will be interpreted and applied, and your agreement not to access the Site from certain locations, as detailed below.*

### 13.1 ENTIRE AGREEMENT

This Agreement, together with the other Terms of Service, sets forth the entire agreement and understanding between you and Rental Pro Club relating to the subject matter hereof and thereof and cancels and supersedes any prior or contemporaneous discussions, agreements, representations, warranties, and other communications between you and us, written or oral, to the extent they relate in any way to the subject matter hereof and thereof. The section headings in the Terms of Service are included for ease of reference only and have no binding effect. Even though Rental Pro Club drafted the Terms of Service, you represent that you had ample time to review and decide whether to agree to the Terms of Service. If an ambiguity or question of intent or interpretation of the Terms of Service arises, no presumption or burden of proof will arise favoring or disfavoring you or Rental Pro Club because of the authorship of any provision of the Terms of Service.

### 13.2 MODIFICATIONS; WAIVER

No modification or amendment to the Terms of Service will be binding upon Rental Pro Club unless in a written instrument signed by a duly authorized representative of Rental Pro Club or posted on the Site by Rental Pro Club. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this User Agreement.

### 13.3 ASSIGNABILITY

User may not assign the Terms of Service, or any of its rights or obligations hereunder, without Rental Pro Club's prior written consent in the form of a written instrument signed by a duly authorized representative of Rental Pro Club. Rental Pro Club may freely assign this Agreement and the other Terms of Service without User's consent. Any attempted assignment or transfer in violation of this subsection will be null and void. Subject to the foregoing restrictions, the Terms of Service are binding upon and will inure to the benefit of the successors, heirs, and permitted assigns of the parties.

### 13.4 SEVERABILITY

If and to the extent any provision of this Agreement or the other Terms of Service is held illegal, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof will be ineffective as to the jurisdiction in which it is illegal, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability and will be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. The illegality, invalidity, or unenforceability of such provision in that jurisdiction will not in any way affect the legality,

validity, or enforceability of such provision in any other jurisdiction or of any other provision in any jurisdiction.

### 13.5 FORCE MAJEURE

The parties to this Agreement will not be responsible for the failure to perform or any delay in performance of any obligation hereunder for a reasonable period due to labor disturbances, accidents, fires, floods, telecommunications or Internet failures, strikes, wars, riots, rebellions, blockades, acts of government, governmental requirements and regulations or restrictions imposed by law or any other similar conditions beyond the reasonable control of such party.

### 13.6 PREVAILING LANGUAGE AND LOCATION

The English language version of the Terms of Service will be controlling in all respects and will prevail in case of any inconsistencies with translated versions, if any. The Site is controlled and operated from our facilities in the United States.

### 13.7 ACCESS OF THE SITE OUTSIDE THE UNITED STATES

Rental Pro Club makes no representations that the Site is appropriate or available for use outside of the United States. Those who access or use the Site from other jurisdictions do so at their own risk and are entirely responsible for compliance with all applicable foreign, United States, state, and local laws and regulations, including, but not limited to, export and import regulations, including the Export Administration Regulations maintained by the United States Department of Commerce and the

sanctions programs maintained by the Department of the Treasury Office of Foreign Assets Control. You must not directly or indirectly sell, export, re-export, transfer, divert, or otherwise dispose of any software or service to any end user without obtaining any and all required authorizations from the appropriate government authorities. You also warrant that you are not prohibited from receiving U.S. origin products, including services or software.

In order to access or use the Site or Site Services, you must and hereby represent that you are not: (a) a citizen or resident of a geographic area in which access to or use of the Site or Site Services is prohibited by applicable law, decree, regulation, treaty, or administrative act; (b) a citizen or resident of, or located in, a geographic area that is subject to U.S. or other sovereign country sanctions or embargoes; or (c) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce Denied Persons or Entity List, the U.S. Department of Treasury Specially Designated Nationals or Blocked Persons Lists, or the U.S. Department of State Debarred Parties List or otherwise ineligible to receive items subject to U.S. export control laws and regulations or other economic sanction rules of any sovereign nation. You agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, that you will immediately cease using the Site and Site Services and your license to use the Site or Site Services will be immediately revoked.

## 13.8 CONSENT TO USE ELECTRONIC RECORDS

In connection with the Site Terms of Use, you may be entitled to receive certain records from Rental Pro Club or our Affiliates, such as contracts, notices, and communications, in writing. To facilitate your use of the Site and

the Site Services, you give us permission to provide these records to you electronically instead of in paper form.