

ReziConnect TERMS OF SERVICE

These Terms of Service (these “Terms” or the “Agreement”) apply to persons or entities who access the ReziConnect websites, microsites, owner’s portals, or related mobile applications or third-party payment services (collectively, the “Site”), including without limitation owners, shareholders, cooperators, occupants, renters and tenants (collectively, with all persons or entities who access the Site, “Users”, “you” or “your”). For the avoidance of doubt, the “Site” shall include all information, data, text, software, photographs, images, graphics, organization, layout, design, and other content contained on the Site. If you are a property owner or manager who uses services available on the Site to communicate or transact with Users (a “property manager” or “property owner”), your use of the Site is governed by separate written agreement or contract providing other terms and conditions that incorporate this agreement by reference, states the terms and conditions under which you, the property owner or manager may use the ReziConnect platform including the Site and Services (as defined below) and any of its mobile applications.

ReziConnect is a technology platform that facilitates the development and delivery of innovative property-related services and managing and facilitating various activities and transactions between Users and property managers or property owners related to co-op, condominium, HOA and rental properties (the “Services”). ReziConnect allows prospective and current residents of properties that use the Site to take advantage of a range of services designed to make their relationship with their property manager as pleasant and efficient as possible.

The Site is owned and operated by ReziConnect, Inc. (collectively, with its subsidiaries and affiliates, “ReziConnect”, “we”, “us” or “our”). ReziConnect is dedicated to the design, development, and support of property management software. Throughout these Terms, all references to the “Site” and to

“ReziConnect” shall include the websites of affiliates and subsidiaries of ReziConnect that are involved with the operation of the Site or the provision of the Services.

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

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

2. **REZICONNECT IS NOT A PARTY TO ANY RENTAL, OCCUPANCY, LEASE, PROPRIATARY LEASE OR PAYMENT TRANSACTIONS.**

2.1 The Site serves as a platform for property managers and property owners to provide the Services. ReziConnect does

not own or manage the properties listed on the Site and does not enter into rental, lease, proprietary lease or use or occupancy contracts for those properties. Although the Site may lead to certain business transactions expressly agreed to between property owners and/or property managers and Users, ReziConnect is not a party to any transactions between Users and property owners and/or managers other than providing the Site. AS A RESULT, REZICONNECT SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR INFORMATION, THE CONTENTS OF ANY DOCUMENTS, OR FOR ANY OTHER INTERACTIONS BY, BETWEEN OR AMONG USERS, PROPERTY MANAGERS OR OWNERS THROUGH THE SITE.

2.2 You are responsible for how you use the Site, and ReziConnect encourages anyone who accesses the Site, including Users, to exercise sound judgment when entering into property related transactions. IN THE EVENT THAT YOU HAVE A DISPUTE WITH A PROPERTY MANAGER OR OWNER, YOU RELEASE REZICONNECT FROM ANY CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

3. ACCESS TO AND USE OF THE SITE.

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

3.2 ReziConnect has the right, but not the obligation, to take any of the following actions without providing any prior notice to you: (a) change or terminate all or any part of the Site or the

Services; (b) restrict or terminate your access to all or any part of the Site or the Services; or (c) refuse, move, or remove any content that is available on the Site and any material that you submit to the Site.

3.3 Subject to your compliance with these Terms, ReziConnect hereby grants you permission to access and use the Site and the Services, provided that you shall not (and shall not allow any third party to): (a) engage in commercial use of the Site or any content on the Site; (b) access or use any portion of the Site if you are a direct or indirect competitor of ReziConnect, including without limitation companies involved in data research, internet listing services, dissemination of information, or property management software; (c) provide, disclose, or transmit any content from the Site to any direct or indirect competitor of ReziConnect; (d) use or distribute any information from the Site, including information that you or anyone else has verified, to directly or indirectly create or contribute to the development of any database or product; (e) reproduce, copy, display, store, perform, re-post, publish, transmit, distribute, sell, offer for sale, license, modify, create derivative works, or otherwise use any portion of the content offered on the Site for other than your own personal, non-commercial use, store, copy or export any portion of the Site into any database or other software; (f) remove any copyright, trademark or other proprietary rights notices contained in or on the Site or Service or in or on any content or other material obtained via the Site or the Services; (g) use any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve, scrape or index any portion of the Site or the Services, including, but not limited to, for purposes of constructing or populating a searchable database of software that includes property information; (h) collect or harvest any information about other users or members (including usernames and/or email addresses) for any purpose; (i) reformat or frame any portion of the web pages that are part of the Site or the Services; (j) create user accounts by automated means or

under false, misleading or fraudulent pretenses; (k) create or transmit unwanted electronic communications such as “spam” to other users or members of the Site or the Services or otherwise interfere with other users’ or members’ enjoyment of the Site or the Services; (l) transmit any viruses, worms, defects, Trojan horses or other items of a destructive nature; (m) use the Site or the Services to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material, including any material that may be deemed threatening or obscene; (n) copy or modify the HTML code used to generate web pages on the Site; (o) use any device, software or procedure that interferes with the proper working of the Site or the Services, or otherwise attempt to interfere with the proper working of the Site or the Services; (p) take any action that imposes, or may impose in ReziConnect’s sole discretion, an unreasonable or disproportionately large load on our IT infrastructure; (q) modify, adapt, translate, or reverse engineer any portion of the Site or the Services; or (r) use the Site or the Services, intentionally or unintentionally, to violate any applicable international, national, federal, state, provincial, or local law or regulation, including, but not limited to, Fair Housing laws and regulations.

4. CONTENT AND SERVICES NOT PROVIDED.

4.1 ReziConnect has no responsibility or duty to review, approve or pre-screen any content posted on the Site by any third party (including property managers and owners), and ReziConnect is not responsible for such content. You understand that all property listings, lease agreements, rental terms, postings, messages, text, voice commands, images, photos, files, video, and other information, materials or documents posted on the Site or transmitted through or in connection with the Services by property managers, owners, Users, advertisers, or others (the “Non-ReziConnect Content”) are the sole responsibility of the property managers, owners, Users, advertisers, or others from

whom such Non-ReziConnect Content originated. REZICONNECT DISCLAIMS ANY AND ALL LIABILITY RELATING TO THE USER CONTENT. REZICONNECT DOES NOT GUARANTEE, AND YOU SHALL NOT HOLD REZICONNECT RESPONSIBLE FOR, THE NON-REZICONNECT CONTENT (INCLUDING THE ACCURACY OR TRUTH OF SUCH NON-REZICONNECT CONTENT), OR THE NATURE, SAFETY, QUALITY, CONDITION, MANAGEMENT OF ANY RENTAL UNITS OR PROPERTIES ON THE SITE OR THE COMPLIANCE WITH ANY LAWS, REGULATIONS OR RULES THAT MAY BE APPLICABLE TO SUCH PROPERTIES. YOU AGREE THAT YOU BEAR SOLE RESPONSIBILITY FOR EVALUATING, AND ARE SOLELY RESPONSIBLE FOR ALL RISKS ASSOCIATED WITH, THE USE OF ANY NON-REZICONNECT CONTENT, AND THAT UNDER NO CIRCUMSTANCES WILL REZICONNECT BE LIABLE FOR ANY NON-REZICONNECT CONTENT OR FOR ANY DAMAGE OR LOSS OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY NON-REZICONNECT CONTENT.

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

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

- (a) Lease, proprietary lease, occupancy and rental transactions, including without limitation, negotiations, offers, agreements, establishing rents, fees, monthly dues, assessments, special assessments, or any related communications (although

the Services may link to third-parties who facilitate payments to these transactions between Property Managers and Users);

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

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

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

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

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

5. ADDITIONAL REQUIREMENTS.

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

5.2 In some cases, property managers and owners may impose their own additional requirements on Users in connection with transactions and activities linked to third-parties or otherwise facilitated through the Site. Any such requirements are imposed solely by the property managers or owners; are the sole and exclusive responsibility of the property managers or owners imposing them; are wholly unrelated to any ReziConnect Requirements; and ReziConnect shall have no responsibility of

any kind for such requirements imposed by property managers or owners.

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

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

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

7.2 Privacy Policy and Your Information and Material. By submitting Information and Materials and in order for ReziConnect to provide you with the Services, you hereby consent to ReziConnect's use and sharing of your Information

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

7.3 Communications. Although ReziConnect provides a platform through the Site and the Services through which Users may communicate with property managers, property owners, service providers, or other persons or entities (collectively, a “third-party”) (the “communications”), ReziConnect is not involved in those third-party communications and is not responsible or liable under any circumstances for the content of any third-party communications, or for any absence of communications by a third-party. The contents of such third-party communications are determined solely by the third-party responsible for the communications, and not ReziConnect. ReziConnect is only responsible for the content of information issued directly by ReziConnect. You acknowledge and agree that you will address

any issues or concerns about third-party communications with the responsible third-party by contacting said third-party directly and not ReziConnect. ReziConnect shall not become involved in any matters pertaining to third-party communications except where the issue is solely attributable to a malfunction or error occurring on the Site or in connection with the Services.

7.4 Payments. You understand that ReziConnect does not own, manage, or enter into property rental or lease contracts with Users. The Site and ReziConnect are not a party to any transactions between Users and property managers, HOAs, or owners, other than providing the Site. **THUS, ReziConnect SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR INFORMATION OR INTERACTIONS, BETWEEN, OR AMONG USERS, PROPERTY MANAGERS, PROPERTIES, OWNERS, OR HOAs VIA THE SITE OR SERVICES.**

You expressly acknowledge that as a convenience, ReziConnect may provide a link on the Site to a third-party payment processor, PayLease, LLC (DBA Zego) and that (i) ReziConnect does not process payments in any way whatsoever; (ii) ReziConnect is not a party to any payment transactions between Users and property managers, property owners, properties and/or HOAs; (iii) ReziConnect does not store any personal information provided by you in connection with payment transactions, including but not limited to User card, bank or account information or payment history. In the event you choose to utilize the payment processing services provided by PayLease/Zego, you are subject to the PayLease/Zego Terms of Use and Privacy Policy. You further acknowledge that you will address any discrepancies, disputes, issues or concerns in connection with payment transactions by contacting the other party directly, rather than ReziConnect. ReziConnect shall not be involved in such issues.

IN THE EVENT THAT YOU HAVE A DISPUTE WITH A PROPERTY MANAGER, PROPERTIES, OWNER, OR HOA, YOU RELEASE COMPANY FROM ANY CLAIMS, DEMANDS, AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

In some cases, property managers, properties, HOAs, and/or owners may require or implement their own additional requirements on Users in connection with landlord tenant or other real estate related transactions and activities facilitated through the Site. Such requirements are imposed solely by the property managers, HOAs, properties, and/or owners and are the exclusive and sole responsibility of the property managers, properties, HOAs, and/or owners imposing them, these requirements are wholly unrelated to any ReziConnect Additional Terms requirements. ReziConnect shall have no responsibility for such requirements imposed by property managers, HOAs, properties, and/or owners.

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

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

10. **THIRD-PARTY LINKS, PRODUCTS AND SERVICES.**

10.1 **Third Party Websites and Services.** The Site may contain links or voice accessibility to third-party websites or resources including but not limited to sites with information about specific rental properties. Access to such third-party websites, services or resources are included solely for the convenience of Users, and do not constitute any endorsement or approval by ReziConnect of the third-parties, anyone sponsoring these sites or their products or services, or the products or services themselves. We make no representations or warranties, express or implied, with respect to the information provided on the Site or any third-party website or service which may be accessed from the Site, including any representations or warranties as to accuracy or completeness. Because ReziConnect has no control over third-party websites, resources, products or services, you acknowledge and agree that ReziConnect is not responsible or liable for, and does not endorse, the availability, accuracy, completeness or authenticity of information available through such websites, resources, products or services, your use or your exchange of any information with such websites or services, or the content, statements, representations, advertising, products, properties, services or other materials available on such third-party sites. You acknowledge and agree that ReziConnect shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused in connection with your

use or reliance on any such content, information, goods, or services available on or through any such site or resource. If you decide to access any such third-party websites, products, resources or services, or to transact with any such third-party for their products, properties or services, you do so entirely at your own risk. By leaving the Site, you may be subject to the terms and conditions and the privacy policies or other terms and conditions of such third-party websites. You acknowledge and understand that ReziConnect does not (a) provide legal, brokerage or other professional advice or services to any property managers, owners or others who list properties or otherwise use the Site or the Services, (b) participate in any negotiations with respect to leases or other transactions involving third-parties, or (c) guarantee, endorse or ensure a rental property or any lease or other transaction between a User and property manager, owner or any other person or entity.

10.2 Google® Maps. The Site utilizes Google Maps and related content. By using the Google Maps features available on the Site, you are agreeing to be bound by the applicable Google Terms of Service.

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

purposes any or all of the ReziConnect Content, the Site or access to the Site in any way without the prior written permission of ReziConnect. All content on the Site that is not ReziConnect Content is the property and responsibility of other parties. You must abide by all copyright notices, information, or restrictions contained in or attached to any ReziConnect Content.

ReziConnect, the ReziConnect logo and all other registered and unregistered marks used in connection with the Site and the Services (the “ReziConnect Marks”) are trademarks, trade names, or service marks of ReziConnect unless otherwise indicated. You are not authorized to use or display the ReziConnect Marks, without the prior express written permission of ReziConnect. Ownership of all ReziConnect Marks and the goodwill associated therewith remains with ReziConnect. All other trademarks are the property of their respective owners.

12. **INDEMNITY.** You agree to indemnify, defend and hold ReziConnect and its officers, directors, employees, shareholders, successors, agents, affiliates, subsidiaries and relevant third parties including advertisers, distribution partners, referral partners, service providers, licensors, licensees, consultants and contractors (collectively the “ReziConnect Indemnified Parties”) harmless from and against any claims, liabilities, losses, costs, damages or expenses including reasonable attorneys’ fees and costs, directly or indirectly, arising out of or in any way relating to: (a) your negligence or misconduct; (b) your information or material contributed to or submitted through the Site or the Services, including without limitation information associated with Your Account; (c) your conduct, including your use of the Site and the Services; (d) your connection to the Site; (e) any violation or breach of these Terms; (f) any violation or infringement of any intellectual property, privacy, publicity, confidentiality or proprietary rights of any third-party as a result of your use of the Site or Services. You are solely responsible for defending any such Claims, and for payment of losses, costs, damages or expenses resulting from the foregoing to both a third party and to the

ReziConnect Indemnified Parties. ReziConnect shall have the right, in its sole discretion, to select its own legal counsel to defend ReziConnect from any Claims (but by doing so shall not excuse your indemnity obligations) and you shall be solely responsible for the payment of all of ReziConnect's reasonable attorneys' fees incurred in connection therewith. You shall notify ReziConnect immediately if you become aware of any actual or potential claims, suits, actions, allegations or charges that could affect your or ReziConnect's ability to fully perform their respective duties or to exercise its rights under these Terms. You shall not, without the prior written approval of ReziConnect, settle, dispose or enter into any proposed settlement or resolution of any Claim (whether having been finally adjudicated or otherwise) brought against you, if such settlement or resolution results in any obligation or liability for ReziConnect.

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

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

13.2 REZICONNECT AND ITS LICENSORS MAKE NO REPRESENTATION OR WARRANTY: (A) REGARDING THE SECURITY, ACCURACY, RELIABILITY, COMPLETENESS,

TIMELINESS AND PERFORMANCE OF THE SITE OR THE SERVICES; (B) REGARDING THE SERVICES, ADVICE, INFORMATION OR LINKS OBTAINED THROUGH THE SITE; (C) THAT THE SITE OR THE SERVICES, OR ANY INFORMATION AND MATERIALS THEREIN, WILL MEET YOUR REQUIREMENTS; (D) THAT THE SITE OR THE SERVICES, OR ANY FUNCTIONS CONTAINED IN THE SITE, WILL BE ERROR-FREE, SECURE, TIMELY, OR UNINTERRUPTED; (E) THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE OR INFORMATION AND MATERIALS THEREIN WILL BE ACCURATE, RELIABLE, OR AVAILABLE, (F) THAT ANY ERRORS IN THE SITE OR INFORMATION OR MATERIALS THEREIN WILL BE CORRECTED; OR (G) THAT THE SITE AND ITS CONTENTS AND SERVER THAT MAKES THE SITE AVAILABLE ARE FREE OF ANY VIRUSES OR OTHER HARMFUL COMPONENTS.

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

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

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

14. LIMITATION OF LIABILITY.

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

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

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

(C) THE CONTENT, SERVICES OR INFORMATION PROVIDED BY ANY WEBSITE PURPORTING TO BE OPERATED BY REZICONNECT OR ITS AFFILIATES, BUT NOT

ACTUALLY AFFILIATED WITH, CONTROLLED, OWNED, OR OPERATED BY REZICONNECT;

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

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

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

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

16. **TERMINATION.** You agree that ReziConnect, in our sole discretion and with or without notice, may terminate your use of the Site or any part thereof, or any or all of the Services, for any reason, including without limitation, for lack of use by you or if ReziConnect believes that you have violated or acted inconsistently with the letter or spirit of the Terms. ReziConnect may also in its sole discretion and at any time discontinue providing the Site, or any part thereof, or any or all of the Services with or without notice. You agree that any termination of your

access to the Site under any provision of the Terms may be effected without prior notice, and acknowledge and agree that ReziConnect may immediately bar any further access to the Site. Further, you agree that ReziConnect shall not be liable to you or any third party for any termination of your access to the Site or the Services.

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

18. **INTERACTIVE AREAS.**

18.1 **Use of Interactive Areas.** On the Site and/or as part of the Services, ReziConnect may provide areas that allow for User interaction, including bulletin boards, chat areas, forums, blogs, instant messaging, frequently asked questions, or other message and communications features (the “Interactive Areas”) for posting user feedback, comments, messages or other input (“Comments”). You acknowledge that all Interactive Areas are public and not private and that any information or content, including Information and Material, that you post to an Interactive

Area may be read by others and that ReziConnect has no obligation to protect such information. ReziConnect recommends that you do not post or otherwise disseminate any personally identifiable information in the Interactive Area. Additionally, you agree to post only Comments that are proper, lawful, and related to the particular discussion or the Interactive Area itself. Without limitation, you may not post Comments or engage in any other activity on the Site that:

- (a) defames, threatens, abuses or otherwise violates the legal rights of others;
- (b) is harmful to children, profane, obscene, indecent or racially or ethnically offensive;
- (c) infringes another's rights to intellectual property, publicity, or privacy;
- (d) collects or stores personal information about other Site users;
- (e) contains advertisements, promotions, commercial solicitations, contests or surveys (unless you have our written consent to do so);
- (f) contains, transmits or disseminates spam, chain letters, or information intended to assist in the placement of a bet or wager;
- (g) contains, transmits or disseminates viruses, corrupted files, or any other similar software or programs that may damage or adversely affect the operation of another's computer, the Site, or any software, hardware or other related equipment;
- (h) disrupts or otherwise interferes with the Site or the networks or servers used by ReziConnect;
- (i) impersonates any person or entity or misrepresent your connection or affiliation with a person or entity; or
- (j) constitutes illegal activity.

18.2 Submissions to Interactive Areas. You understand and acknowledge that, subject and pursuant to the licenses set forth hereunder, ReziConnect may display your Comments on the Site and use them for other marketing and business activities. In addition, ReziConnect reserves the right in its sole discretion to

reject use of Comments, delete Comments from the Site for any reason, and edit Comments for both content and format.

ReziConnect further reserves the right to terminate your access to the Site or to any Interactive Area at any time without notice for any reason whatsoever. ReziConnect does not endorse or control the Comments or information found in any Interactive Area and, therefore, ReziConnect specifically disclaims any liability with regard to the Interactive Areas and any actions resulting from your participation in them.

19. **GENERAL.**

19.1 **Governing Law.** This Agreement is governed by the laws of the United States (including federal arbitration law) and the State of New York, U.S.A., without regard to its principles of conflicts of law, and regardless of your location. The United Nations Convention for the International Sale of Goods shall not apply.

19.2 **Arbitration.** EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, ALL DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND COMPANY, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY, AND YOU AGREE THAT COMPANY AND YOU ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY. YOU AGREE THAT ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION.

The arbitration will be administered by the American Arbitration Association under its Consumer Arbitration Rules, as amended by this Agreement. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by the AAA or by the arbitrator. The arbitrator's decision will follow the terms of this Agreement and will be final and binding. The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of this Agreement, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing, nothing in this Agreement will preclude you from bringing issues to the attention of federal, state, or local agencies and, if the law allows, they can seek relief against us for you.

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

19.4 Waiver. The failure to exercise or enforce any right or provision shall not affect ReziConnect's right to exercise or enforce such right or provision at any time thereafter, nor shall a

waiver of any breach or default of these Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

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

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

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

19.8 Other Terms. Neither party is an agent, representative, or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. These Terms shall not be interpreted or construed to create an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

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