

## **SUPPLEMENTAL TERMS OF USE (Property Managers)**

### **Acceptance of Terms**

The following terms of use ("Supplemental Terms of Use") are in addition to the general Terms of Use applicable to the browsing, accessing, using and/or viewing the Site. These Supplemental Terms of Use, when combined with the Terms of Use, shall govern your use of the portions of the Site which require subscription and/or registration by you (these managed portions of the Site, collectively the "Managed Site" and the services provided by the Managed Site, the "Managed Services"). By browsing, accessing, using and/or viewing the Managed Site and using and/or paying for the Managed Services, you acknowledge and agree to be bound by these Supplemental Terms of Use. If you do not agree to comply with these Supplemental Terms of Use, then do not use the Managed Site or pay for the Managed Services.

Note, the Supplemental Terms of Use are subject to change based on our sole discretion. If you access the Managed Site at any time after such a change is posted, you will be prompted to re-Accept the changed Supplemental Terms of Use.

All capitalized terms used in these Supplemental Terms of Use but not otherwise defined herein shall have the meaning set forth in the Terms of Use. For the purpose of these Supplemental Terms of Use and the Terms of Use, (i) the "Site" shall specifically include the Managed Site and (ii) the "Terms of Use" shall specifically include the Supplemental Terms of Use.

### **License and Managed Site Access**

Provided that you are not under the age of eighteen (18), subject to all of the restrictions set forth in the Terms of Use, and subject to your payment for the Managed Services, we hereby grant you a personal, non-exclusive, non-transferable, revocable license to access the Managed Site, submit material to be presented on the Managed Site and the information contained within the Managed Site. You may not assign or sublicense this license. The foregoing constitutes a single copy, single use license ("Managed License"), not a transfer of title.

We reserve the right to terminate the Managed License granted to you herein at any time if you are in breach of the Terms of Use or Supplemental Terms of Use. The Managed License will terminate immediately without notice from us, in our sole discretion, should you fail to comply with any term or provision of the Terms of Use or Supplemental Terms of Use. Upon such termination, you may not access, use, or view the Managed Site.

### **Content Submitted by You**

You are invited to submit content to the Site, which includes but is not limited to such items as images and video (collectively, "User Content"). Apartment Finders does not claim ownership of User Content, but by submitting such User Content, you automatically grant, and represent and warrant that they have the right to grant, to Apartment Finders, its affiliates, licensees and successors, an irrevocable, perpetual, nonexclusive, worldwide license to use, copy, perform, modify, link to, reproduce, distribute, adapt, promote, display, and sublicense User Content, as well as to prepare derivative works of, or incorporate into other works, such User Content.

Apartment Finders reserves the right to review and remove any User Content at any time, in whole or in part, with no obligation to notify the original submitter of the User Content. Publication of any User Content is at the sole discretion of Apartment Finders.

By submitting User Content, you certify that you own the User Content being submitted, or otherwise have the right to freely redistribute the User Content without limitation, and that submitting this User Content will not violate or infringe upon the rights of any third party, including but not limited to, copyrights, patents, trademarks, trade secrets, right of publicity or other proprietary rights.

In connection with User Content you submit, you further agree that you will not:

- (a) submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant Apartment Finders all of the license rights granted herein;
- (b) submit harmful or destructive content or output, including but not limited to any viruses, worms, and Trojan horses;
- (b) publish falsehoods or misrepresentations that could damage Apartment Finders or any third party;
- (c) submit material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate; and/or
- (d) impersonate another person.

In the event that Apartment Finders is notified by a rightful owner that an infringement of ownership, copyright, or trademark has occurred, Apartment Finders will remove the User Content in question in a timely manner, with no obligation to notify the original submitter of the User Content in question. Apartment Finders assumes no liability with respect to disputes over User Content ownership or any infringement thereof. We do not endorse any User Content or any opinion, recommendation, or advice expressed therein, and we expressly disclaim any and all liability in connection with User Content.

Apartment Finders reserves the right to decide whether User Content is appropriate and complies with this Supplemental Terms of Use (or the general Terms of Use) for violations other than copyright infringement and violations of intellectual property law, such as, but not limited to, pornography, obscene or defamatory material, or excessive length. We may remove such User Content and/or terminate a User's access for uploading such material in violation of this Supplemental Terms of Use (or the general Terms of Use) at any time, without prior notice and at our sole discretion.

### **Representations; Warranties and Covenants**

By using the Managed Site and submitting information with respect to listings, portfolios and/or sponsored links, you represent and warrant to us that you have the authority to (i) enter into these Supplemental Terms of Use, (ii) perform your obligations hereunder, (iii) rent the properties that you list on the Managed Site, if any, (iv) display and advertise the portfolios you list on the Managed Site, if any, and (v) sell the goods or perform the services referenced in the sponsored link that you list on the Managed Site, if any.

In addition, with respect to any and all Content that you provide to us, you represent and warrant to us that (i) you are the exclusive owner or licensee of such Content, (ii) you have the requisite authority to submit such Content and grant the Content License and (iii) all information contained in such Content is truthful, accurate, does not misrepresent the properties or your goods or services, as applicable, and is not otherwise misleading.

We reserve the right, in our sole and absolute discretion, to suspend or terminate your access to and/or display of the Content on the Managed Site in the event that any Content (including without limitation the content contained on any linked page accessible through a sponsored link) is changed without our prior approval. Any suspension or termination will not entitle you to a refund for fees paid by you for the Managed Services.

### **Fees - Terms and Conditions**

1. If a user referred to you from Apartment Finders ("User") signs a lease or enters into any rental agreement with you for a term of three (3) months or less, then you will pay Apartment Finders a fee of \$175.
2. If a User signs a lease or enters into any rental agreement with you for a term of more than three (3) months, then you will pay Apartment Finders a fee of \$275; provided, however, we will give you a \$100 refund for any User that signs a lease with you and moves out within ninety (90) days following the effective date of such lease either due to a lease cancellation or a lawful eviction by you.
3. Property Managers can delete their listing from the Apartment Finders Online Website at anytime but will be responsible for paying Apartment Finders' fees for all leases by and between the Property Manager and Users that have been reported to Apartment Finders up to sixty (60) days after the listing has been deleted.
4. Property Managers must report, or disclose all leases by and between the Property Manager and Users.
5. You shall not interfere with or circumvent in any way any incentives or rewards Apartment Finders offers to Users, from time to time.

### **Indemnification**

You agree to defend, indemnify and hold us and our directors, officers, employees, agents, affiliates and successors harmless from and against any and all claims, demands, liabilities, judgments, losses, damages, costs, fees and expenses (including but not limited to reasonable attorneys' fees) arising from or relating to the Content, the Content license, your use of the Managed Site, including but not limited to claims of infringement or misappropriation of any intellectual property rights of any third party with respect to the Content, and any and all breaches of these Terms of Use.

### **Terms of Use**

The Terms of Use are hereby incorporated by reference as if specifically set forth herein.