

TERMS OF USE

Apartment Finders Online is a service provided by Arizona Relocations, Inc., doing business as Apartment Finders ("us," "we" or "our"). Apartment Finders' services include the Apartment Finders Online website (the "Apartment Finders Online Website" or "Site") and any other features, online tools, content, or applications offered from time to time by Apartment Finders in connection with the Apartment Finders Online Website (collectively, the "Apartment Finders Online Services" or "Services").

Acceptance of Terms

These Terms of Use (the "Agreement") set forth the legally binding terms for your use of the Services. Apartment Finders provides the Site and the associated Services available thereon to you, subject to this Agreement, which may be modified by Apartment Finders at any time upon posting to this Site. You agree to be bound to any changes to this Agreement when you use the Services after any such modification is posted. In addition, when using particular Services, you shall be subject to any posted policies, guidelines or rules applicable to such Services. All such policies, guidelines or rules are hereby incorporated by reference into this Agreement.

You agree to be bound by this Agreement, whether you are a "Visitor" to this Site or you are a registered "Member" ("Visitor" and "Member" shall be referred to as "you," "your" or "User"). You are only authorized to use the Apartment Finders Online Services (regardless of whether your access or use is intended) if you agree to abide by all applicable laws and to this Agreement. Please read this Agreement carefully. If you do not agree with it, you should immediately leave the Site and discontinue use of the Apartment Finders Online Services. Your acceptance of the Agreement shall be deemed upon registration as a Member or use of the Site and Services as a Visitor.

Apartment Finders reserves the right, in its sole discretion, to restrict, suspend, or terminate your access to all or any part of the Apartment Finders Online Services at any time, for any or no reason, with or without prior notice, and without liability.

This Agreement includes Apartment Finders' policy for acceptable use of the Apartment Finders Online Services and content posted on the Apartment Finders Online Website, your rights, obligations and restrictions regarding your use of the Apartment Finders Online Services and Apartment Finders' Privacy Policy. In order to participate in certain Apartment Finders Online Services, you may be notified that you are required to agree to supplemental terms and conditions, posted policies, guidelines or rules. Unless otherwise provided by the supplemental terms and conditions, posted policies, guidelines or rules applicable to the Apartment Finders Online Services in which you choose to participate, those supplemental terms are hereby incorporated by reference into this Agreement. By accessing the Apartment Finders Online Website as a Visitor or becoming a Member, you consent to have this Agreement provided to you in electronic form.

By using the Site, you hereby agree that you are at least eighteen (18) years of age and bound by all of the provisions of these Terms of Use.

Site Information

Apartment Finders operates the Site as an online advertising and research service for individuals searching for rentals, and for property owners and managers (collectively, "Property Managers"). Apartment Finders does not broker, lease, or sublease rentals directly and is not a party to any transaction between Property Managers and Users. As a result, Apartment Finders does not (i) guarantee or ensure any rental or any transaction between a User and Property Managers, (ii) collect or process payment or execute or endorse any lease or sublease documentation on behalf of Users or Property Managers, or (iii) broker, lease or sublease or offer to broker, lease or sublease, or own any rentals. It is your sole obligation to personally inspect any advertised rentals prior to (a) signing any lease documentation; (b) providing personal information such as a social security number on a lease application; or (c) submitting any deposit, rent payment or application fee.

License and Site Access

Users under the age of eighteen (18) are prohibited from using the Services or the Site. Provided that you are not under the age of eighteen (18), we hereby grant you a personal, non-exclusive, non-transferable, revocable license to access our Site and the information contained within the Site. You may not assign or sublicense this license. The Site and information contained within the Site may not be distributed, modified, reproduced, transmitted or used commercially in whole or in part without our written permission, except you may download one copy of the materials on this Site onto a single computer for your personal, non-commercial use. The foregoing constitutes a single copy, single use license ("License"), not a transfer of title, and is subject to the following restrictions: (a) you may not modify the materials; (b) use them for any commercial purpose; (c) display them publicly; or (d) remove any copyright or other proprietary notice from them.

We reserve the right to terminate the License granted to you herein at any time if you are in breach of the Terms of Use. The 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. Upon such termination, you may not access, use, or view the Site.

We reserve the right to investigate suspected violations of the Terms of Use. If we become aware of possible violations, we may initiate an investigation that may include gathering information from you or any user involved and the complaining party, if any, and examination of other material. We may suspend the provision of our services temporarily, or we may permanently remove the material involved from our servers, cancel posts, provide warnings to you, or suspend or terminate your access to our Site. We will determine what action will be taken in response to a violation at our sole discretion. We will fully cooperate with law enforcement authorities in investigating suspected lawbreakers.

Our Site contains software tools and databases that allow you to search and retrieve information. You may not: (a) sell, distribute or commercially exploit such software tools, databases or the results of any database search performed on this Site; (b) use any data mining, robots, or similar gathering and extraction tools; or (c) sell, rent, lease, lend, or transfer any services provided on this Site. Notwithstanding the foregoing, we grant the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. We reserve the right to revoke these exceptions either generally or in specific cases.

You may use our Services for lawful purposes only. You may not use our Services to post, transmit or otherwise distribute unlawful material. Examples of unlawful material include, but are not limited to, threats of physical harm, defamatory statements, pornographic material, and copyrighted, trademarked, and other proprietary material used without proper authorization. You may not attempt to use or distribute tools designed for compromising security or take action to compromise the security of this Site. Examples of these tools include, but are not limited to, password guessing programs, cracking tools, or network probing tools. You may not "flood" or disrupt our Site through any means or process. You are responsible for all use of our services and our Site, with or without your consent, by yourself and others, which occurs by, through, or in connection with access to our Site via your computer or any user id used to access the Site.

By submitting ads, content, photos, data or other materials ("Materials") to the Site, you hereby grant to Apartment Finders and its affiliates a royalty-free, perpetual, irrevocable, nonexclusive, fully transferable, fully sub-licensable right and license to copy, modify, display, distribute, perform, create derivative works from, store, and otherwise use and exploit all such Materials in any form, media, software or technology of any kind now existing or developed in the future. You further grant to Apartment Finders and its affiliates a royalty-free right and license to use your name, image and likeness in connection with the reproduction or distribution of the Materials.

Copyright, Trademarks & Trade Dress

All content included on the Site, the compilation of all content on the Site and all software used on the Site are the property of Arizona Relocations, Inc., its affiliates or its content suppliers, and are protected by United States laws and international treaty provisions. Except as stated herein, you may not: (a) copy, reproduce, publish, distribute, create derivative works of, sell, transfer, display, transmit, compile or collect in a database, or in any manner commercially exploit, any copyright-protected element of the Site, including the content and/or software on the Site; (b) make any use of our trademarks and/or trade dress; (c) frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including, but not limited to, images, text, page layout, and/or form) of ours; or (d) use any metatags or any other "hidden text" utilizing our name or our trademarks. Alleged copyright, trademark and trade dress violations should be reported to our webmaster in care of this Site.

We make no representations concerning, and assume no liability for, the infringing or non-infringing nature of any trademarks which appear on the Site but are not owned by us.

You may not disrupt, modify or interfere with this Site or its associated software, hardware and servers in any way, or impede or interfere with others' use of the Site. Further, you may not alter or tamper with any information or materials on, or associated with, the Site, nor may you attempt to copy, adapt, decipher, decompile, disassemble, or reverse engineer any of the software contained on this Site or the HTML code used to generate this Site.

All material on this Site is provided for lawful purposes only. Unauthorized use of this material may violate copyright laws, trademarks laws, the laws of privacy and publicity, communications regulations and statutes, or other applicable laws, rules or regulations, and may subject you to criminal penalties and/or civil liability.

Copyright Policy

We respect the intellectual property rights of others. If you believe that content included on the Site is your proprietary work and has been copied in a way that constitutes an infringement of your copyrights in that work, please immediately notify Apartment Finders of any such copyright or other intellectual property rights infringement at legal@apartmentfindersonline.com, c/o Copyright Agent, in the manner set forth below. Our Copyright Agent may also be reached as follows: Copyright Agent, Arizona Relocations, Inc., 1940 E. Thunderbird Rd. Suite 101 Phoenix, AZ 85022; Facsimile: (602) 889-3116; Attn: Copyright Agent. All reports and inquiries will be kept confidential, except to the extent necessary to investigate any alleged violation and enforce the terms and conditions of this Agreement.

When reporting an infringement, please ensure you provide all of the following information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed;
- A description of where the material that you claim is infringing is located on the Site;
- Your address, telephone number, and email address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Apartment Finders will remove the infringing posting(s), subject to the procedures outlined in the Digital Millennium Copyright Act (DMCA).

Registration Policy

In order to use certain Services, you will be required to register with Apartment Finders. In consideration of your use of the Service, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Apartment Finders has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

Privacy Policy

Use of the Services and this Site is subject to the Apartment Finders Privacy Policy. The privacy policy is expressly incorporated herein by reference and made a part of this Agreement. The privacy policy may be found at: www.apartmentfindersonline.com/privacypolicy.html.

Apartment Finders Spam Policy

You are prohibited from using the Services to post or send (a) messages which are unrelated to a particular topic of discussion of a message board facilitated by Apartment Finders (a) unsolicited commercial email, (b) unsolicited bulk email, (c) mass email, (d) junk email, (e) chain letters, (f) pyramid schemes or (g) messages advertising goods or services which are addressed to a recipient with whom you do not have an existing business or personal relationship or is not sent at the request of, or with the express consent of, the recipient ("Spam"). Other types of Internet abuse which also qualify as Spam include, but are not limited to, (i) disrupting the normal flow of dialogue, or causing the screen to "scroll" faster than other users of the Services are able to type, or otherwise acting in a manner that negatively affects another users' ability to engage in real-time exchanges, (ii) using "bots" or otherwise harvesting other users' email addresses from the Apartment Finders' site for purposes of sending unsolicited or unauthorized material, and (iii) uploading, posting, emailing, or transmitting the same message, URL, or post multiple times.

In addition to any of the foregoing, electronic messages sent or caused to be sent using the Services may not contain false or misleading information in the subject line or otherwise contain false or misleading content; employ any technique to otherwise misrepresent, hide or obscure any information identifying the point of origin or the transmission path; use or contain invalid or false headers; use any other means of deceptive addressing; use a third party's internet domain name, or be relayed from or through a third party's computer system, without permission of such third party; or use or contain invalid, non-existent or otherwise false domain names.

Each User understands and agrees that any violations of this Agreement, including this Spam Policy, may result in legal action against such user and the termination, without notice, of User's ID and/or anything associated with Apartment Finders, including, but not limited to, email accounts, posts, published content and profiles. Nothing in this policy is intended to grant any right to transmit emails or messages to or through the Site. Apartment Finders does not waive any rights by the failure to enforce this policy in every instance in which it might apply.

Links to Third Party Sites

The Site, Services, and/or third parties may provide links to third party websites ("Linked Sites"). The Linked Sites are not under the control of Apartment Finders and Apartment Finders is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Apartment Finders is not responsible for any other form of transmission received from any Linked Site nor is Apartment Finders responsible if the Linked Site is not working appropriately. Apartment Finders is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Apartment Finders of the site or any association with its operators, or guarantee that the content contains accurate information. You acknowledge and agree that Apartment Finders shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of, or reliance upon, such Linked Sites or goods or services available on or through any Linked Sites. You are responsible for viewing and abiding by the privacy statements and terms of use posted at the Linked Sites. Further, Apartment Finders is under no obligation to link to any site.

Property Managers' Supplemental Terms

By listing your rental on the Site, you must acknowledge, accept and agree to the supplemental terms and conditions required upon registration for such Services. These terms and conditions may be found at www.apartmentfindersonline.com/pm_terms.html.

Users' Supplemental Terms

By searching the rental listings on our Site and otherwise using Apartment Finders Online Services, you must acknowledge, accept and agree to the supplemental terms and conditions required upon registration for such Services. These terms and conditions may be found at www.apartmentfindersonline.com/Users_terms.html.

Disclaimer of Warranties

YOU EXPRESSLY AGREE THAT USE OF THE SITE AND RELIANCE ON ITS CONTENT IS AT YOUR OWN RISK. APARTMENT FINDERS AND ITS AFFILIATES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE SITE, THE SOFTWARE, THE LINKED SITES, THE CONTENT, THE MATERIALS, THE LISTING SERVICE OR THE RESULTS THAT MAY BE OBTAINED FROM USE OF ANY OF THE FOREGOING. THE SITE, THE SOFTWARE, THE CONTENT, THE MATERIALS AND THE LISTING SERVICE ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS, AND APARTMENT FINDERS, AND ITS AFFILIATES SPECIFICALLY DISCLAIM ANY AND ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF NONINFRINGEMENT. ALL INFORMATION RELATED TO APARTMENTS AVAILABLE ON THIS SITE IS SUPPLIED BY THE LANDLORD, PROPERTY MANAGEMENT COMPANY OR OTHER THIRD PARTIES. APARTMENT FINDERS DOES NOT REPRESENT, WARRANT, ENDORSE, MAKE RECOMMENDATIONS ON BEHALF OF, GUARANTY OR CONVEY ANY OPINIONS AS TO HISTORY, BACKGROUND, QUALITY OR SUITABILITY OF ANY USER, PROPERTY MANAGER, OR APARTMENT OR RENTAL PROPERTY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, APARTMENT FINDERS AND ITS AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO ANY USERS AS TO THE EXISTENCE, OWNERSHIP OR CONDITION OF ANY APARTMENT OR RENTAL PROPERTY; AS TO THE ADVERTISED RENT, LEASE TERMS, SECURITY DEPOSIT, OR APPLICATION FEES, IF ANY; OR AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ABOUT AN APARTMENT ADVERTISED ON THE SITE. APARTMENT FINDERS CANNOT AND DOES NOT VERIFY OR WARRANT THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. APARTMENT FINDERS RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO CORRECT ANY ERROR OR OMISSION ON THE SITE OR IN THE CONTENT. ANY AND ALL CONCERNS, DIFFERENCES OR DISCREPANCIES REGARDING AN APARTMENT MUST BE ADDRESSED WITH THE LANDLORD AND/OR PROPERTY MANAGEMENT COMPANY PRIOR TO LEASING OF THE APARTMENT. APARTMENT FINDERS DOES NOT MAKE AND EXPRESSLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES TO YOU REGARDING THE LISTING SERVICE INCLUDING, WITHOUT LIMITATION,

WE ARE ENGAGED IN PROVIDING ADVERTISING AND RESEARCH SERVICES ONLY. IF YOU REQUIRE LEGAL, APPRAISAL, REAL ESTATE ADVICE, OR OTHER PROFESSIONAL SERVICES OR ASSISTANCE IN ANY WAY, WE RECOMMEND THAT YOU SEEK ADVICE

FROM A LICENSED PROFESSIONAL WITH EXPERIENCE DEALING WITH THE NATURE OF THE MATTER WITH WHICH YOU NEED ASSISTANCE.

Limitation of Liability

APARTMENT FINDERS AND ITS AFFILIATES SHALL IN NO EVENT BE LIABLE FOR ANY DAMAGES OR LOSSES INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, RESULTING FROM OR CAUSED BY THE SITE, THE SOFTWARE, CONTENT, THE MATERIALS, THESE TERMS OF USE OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM NEGLIGENCE). IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU HEREUNDER, FOR ANY CLAIM OR ACTION ARISING FROM USE OF THE SITE OR THE SERVICES (WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THIS SITE OR THE SERVICES.

Representations and Warranties by You; Compliance with Fair Housing Laws

You represent and warrant to us that (i) you have the necessary and proper authority to use this Site; (ii) your use of this Site will not violate any agreements that you may have with any third parties; and (iii) your use of this Site will not violate any law, regulation, order or other directive of any governmental or regulatory body. Without limiting the generality of the foregoing, you represent and warrant that you will comply with the US Federal Fair Housing Act of 1968 as amended which makes it illegal to advertise "any preference, limitation or discrimination based on race, color, religion, sex, handicap, family status or national origin or an intention to make any such preference, limitation or discrimination." Local and foreign laws add prohibitions against discrimination based on age, parental status, sexual orientation, political ideology, financial status, and other bases. If you have any question about the fair housing laws and housing discrimination in general, please call your local fair housing agency or the U.S. Department of Housing and Urban Development. For a list of all fair housing groups, go to the Housing Rights Center's website at www.hud.gov.

Indemnification

You shall defend, indemnify and hold Apartment Finders 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 your use of the Site or your acts or omissions, including but not limited to: (a) infringement or misappropriation of any intellectual property rights; (b) defamation, libel, slander, obscenity, pornography, or violation of the rights of privacy or publicity; (c) spamming, or any other offensive, harassing or illegal conduct or violation of this Agreement; (d) any breach of your representations and warranties; or (e) any damage or destruction to our Site, to us, or to other persons or parties.

Breach

You hereby acknowledge that your breach of the Terms of Use may result in immediate and irreparable harm to us, for which there may be no adequate remedy at law, and that we shall be entitled to equitable relief to compel you to cease and desist all unauthorized use, evaluation and/or disclosure of information obtained through the Site. Your breach of the Terms of Use may also entitle us to bring an action against you for any and all other remedies available at law or in equity.

Jurisdiction

We maintain our Site from our location in the State of Arizona, United States of America. We make no representation that any information, materials or functions included on or through our Site are appropriate for use in any other jurisdiction. If you choose to access our Site from locations other than within the State of Arizona, you are doing so on your own initiative and are responsible for compliance with applicable laws and regulations.

You agree that the Terms of Use, and the rights and obligations hereunder, shall be governed by, and construed in accordance with, the laws of the State of Arizona. You further agree that any legal action or proceeding between you and us arising out of or relating to the Terms of Use or your use of the Site shall be brought exclusively in a federal or state court of competent jurisdiction sitting in Phoenix, Arizona, and you hereby expressly and irrevocably consent to be bound by the personal jurisdiction and venue of such courts.

No waiver; Severability

A waiver of any breach of any provision of the Terms of Use shall not be deemed to be a waiver of any repetition of such breach or in any manner affect any other terms or conditions of the Terms of Use. In the event that any provision of the Terms of Use is held to be unenforceable, it will not affect the validity or enforceability of the remaining provisions and will be replaced by an enforceable provision that is the closest to the intention underlying the unenforceable provision.

Assignability

We may assign our rights and delegate our duties under the Terms of Use either in whole or in part at any time, at our sole discretion, and without your consent. You may not assign, sublicense or otherwise transfer your rights or obligations, in whole or in part, under the Terms of Use to anyone else.

Term

You may terminate your membership at any time, for any reason, using the cancel account function on the Site, by sending Apartment Finders written notice of termination to Arizona Relocations, Inc., 1940 E. Thunderbird Rd. Suite 101 Phoenix, AZ 85022; Facsimile: (602) 889-3116; or sending an email notice of termination to cancel@apartmentfindersonline.com. Upon receiving your termination notice, Apartment Finders will reasonably attempt to return a cancellation confirmation to the email address you specified in your membership submission, or such other email address as you may later provide to Apartment Finders. All decisions regarding the termination of memberships shall be made in the sole discretion of Apartment Finders. Apartment Finders is not required to provide you notice prior to terminating your membership. Apartment Finders is not required, and may be prohibited, from disclosing a reason for the termination of your membership. Even after your membership is terminated, this Agreement will remain in effect. All terms that by their nature may survive termination of this Agreement shall be deemed to survive such termination.

Relationship

This Agreement does not establish any relationship of partnership, joint venture, employment, franchise or agency between you and us.