

# Terms of Use

PLEASE READ THESE TERMS AND CONDITIONS (“TERMS” or “AGREEMENT”) CAREFULLY BEFORE ACCESSING, USING, OR BROWSING THIS WEBSITE (“WEBSITE”).

BY ACCESSING, USING, OR BROWSING THIS WEBSITE OR ANY OF ITS CONTENT, YOU, ON BEHALF OF YOURSELF OR YOUR ENTITY, AS APPLICABLE, ACKNOWLEDGE THAT: (1) YOU HAVE READ AND UNDERSTAND ALL OF THESE TERMS; (2) YOU AGREE TO BE BOUND BY ALL OF THESE TERMS; (3) THESE TERMS ARE THE LEGAL EQUIVALENT OF A SIGNED, WRITTEN CONTRACT BETWEEN YOU AND RENTALBEAST (“RENTALBEAST,” “WE” OR “US”); AND (4) IF ACCESSING, USING, OR BROWSING THIS WEBSITE OR ANY OF ITS CONTENT ON BEHALF OF AN ENTITY, YOU HAVE FULL AUTHORITY TO BIND YOUR ENTITY TO ALL OF THESE TERMS.

IF YOU ARE NOT WILLING TO BE, OR CANNOT BE, BOUND BY ALL OF THESE TERMS, INCLUDING WITHOUT LIMITATION, THE PRECEDING NUMERATED AGREEMENTS AND ACKNOWLEDGEMENTS, THEN DO NOT ACCESS, USE, OR BROWSE THIS WEBSITE OR ANY OF ITS CONTENT. MOREOVER, RENTALBEAST DOES NOT, AND WILL NOT, GRANT YOU ANY RIGHT OR LICENSE TO ACCESS, USE, OR BROWSE THIS WEBSITE OR ITS CONTENT WITHOUT YOUR WILLINGNESS AND ABILITY TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT.

## **A. RentalBeast Subscription Terms and Conditions**

(Last updated June 10, 2016)

These RentalBeast Subscription Terms and Conditions (the “Subscription Terms”) are a contract between you and RentalBeast, Inc. (“RentalBeast”), and apply to your use of and subscription to (“Subscription”) one or more of RentalBeast’s paid or unpaid products or services (collectively the “Services”). BY ACCEPTING THE SUBSCRIPTION TERMS, YOU AGREE TO BE LEGALLY BOUND BY ALL OF THE TERMS BELOW. The Services are described at <http://www.RentalBeast.com>. You agree that RentalBeast may change the Subscription Terms at any time by posting the revised Subscription Terms at <http://www.RentalBeast.com> (the “Website”) and indicating the date of the last revision at the top. RentalBeast may, but is not obligated to, provide you with other forms of notice of such changes. However, you waive any right to specific notice of such changes, and your continued use of Services following the posting of the changes or other notification constitute your acceptance of such changes or modifications. Therefore, you should frequently review the Subscription Terms and applicable policies to understand the terms and conditions that apply to your use of the Services. If you do not agree to the amended terms, you must cancel your Subscription and stop using the Services. Additional operating guidelines (“Guidelines”) (located at <http://www.RentalBeast.com/privacy>), are posted from time to time on the Website and also apply to use of the Services, and you agree to use the Services in accordance with the Guidelines.

### **1. Subscription Data.**

(a) You will provide (i) accurate, current and complete information as may be prompted by any subscription forms when you subscribe to the Services (“Subscription Data”); (ii) maintain and promptly update the Subscription Data, and other account-related information you provide to RentalBeast, to keep it accurate, current and complete; and (iii)

accept all risks of unauthorized access to the Subscription Data and other information you provide to RentalBeast.

(b) If you have not already created an account with RentalBeast, when you sign up to our Services, you will be asked to create an account and choose a password. You are entirely responsible for maintaining the confidentiality of your password, and you agree to maintain the security of your password. You agree not to use the account, username, or password of another RentalBeast user at any time, and agree to notify RentalBeast immediately if you suspect any unauthorized use of your account or access to your password. You are solely responsible for any and all use of your account.

(c) To ensure RentalBeast can provide high-quality services that are responsive to your needs, you understand that RentalBeast representatives or other parties will have access to your account and usage information and may review and use such account and usage information as it determines appropriate in its sole discretion, including without limitation as reasonably needed to investigate complaints, to provide the Services to you, or for such other purposes as contemplated in RentalBeast's Privacy Policy (located at <http://www.RentalBeast.com/privacy>).

(d) Contact by RentalBeast's partners. You may be contacted by service providers (e.g., a real estate agent or a lender) as a result of utilizing the Services and you authorize RentalBeast to provide your contact information and other identifying information you provide to these service providers. You acknowledge that, by submitting your contact request or other request form on the Services, you may receive telemarketing calls from or on behalf of service providers.

**2. Your Submissions.** The Services will allow you to submit certain information and materials to RentalBeast, including, without limitation, photographic images, as part of your use of the Services ("Submissions").

(a) Unacceptable Submissions.

Under these Subscription Terms, you agree that you will not post, place or transmit any of the following material using the Services and that your Submissions will not include any of the following material:

- (i) any material that violates any Federal, state or local law rule or regulation, including without limitation, any fair housing laws, or any industry or trade group rules or regulations;
- (ii) any material that is false or may mislead or confuse to users of the Website or Services;
- (iii) any material that is threatening, defamatory, abusive, obscene, pornographic, or otherwise inappropriate;
- (iv) any material that could infringe rights of privacy, publicity, copyrights or other intellectual property rights without the permission of the owner of these rights and the persons (or their parents or legal guardians, where applicable) who are shown in the material, if applicable; or
- (v) any material that promotes bigotry, racism, hatred or harm against any individual or group or that otherwise violates any of the Guidelines.

RentalBeast reserves the right to remove any materials falling within (i)-(v); however, RentalBeast does not have any control over, and disclaims any responsibility or liability for content supplied by third parties.

(b) Ownership of RentalBeast Website Materials and Acceptable Use of Materials.

As between RentalBeast and you, you acknowledge and agree that RentalBeast owns all rights, title and interest in the RentalBeast.com Website, any and all data, software, programs, codes, processes, and any other functionality contained in or on the RentalBeast.com Website, and all of the content accessible on the RentalBeast.com site ("RentalBeast Website Materials"), other than Your Listing Content. You agree not to contest RentalBeast's ownership claims, or disassemble, reverse engineer, or attempt to license, sub-license or re-license, any of the RentalBeast Website Materials at any time, or assist or enable any other person to do so. You also agree not to use the RentalBeast Website Materials in any way that is unlawful, or harms RentalBeast, its users, its service providers, its suppliers, or any other person. Further, RentalBeast may terminate your use of the Services and RentalBeast Website Materials if and when it determines that your use is inappropriate.

**3. Subscriptions.** You are solely responsible for all specifications and content you provide to RentalBeast for the Services including ad targeting locations and all ad content, ad information, and ad URLs ("Creative") whether generated by you or someone on your behalf. You are also responsible for any Websites, services and landing pages which Creative links or directs viewers to. RentalBeast may provide you with estimated number of impressions associated with a particular Service order, but estimates are not a guarantee of actual impressions delivered and are subject to change depending on traffic.

**4. Representations and Warranties.** You hereby represent, warrant and covenant to RentalBeast that:

(a) you have the full right, power and authority to enter into this Agreement;

(b) you will comply with all applicable local, state and federal laws, ordinances, regulations and orders with respect to Submissions, including without limitation the Fair Housing Act;

(c) your Submissions will not infringe upon or violate the rights of any third party and will otherwise comply with Section 2 above;

(d) all information provided by you in connection with the Services will be true and correct;

(e) if you are acting on behalf of a real estate owner, you will only provide Submissions related to real estate listings for which you have a valid and current contract or agreement with the owner of such real estate listing to list such property; and

(f) if required, you have in effect all licenses and authorizations required by all applicable authorities allowing you to act as a licensed real estate professional.

(g) Automated Queries. Automated queries (including screen and database scraping, spiders, robots, crawlers and any other automated activity with the purpose of obtaining information from the Services) are strictly prohibited on the Services, unless you have received express written permission from RentalBeast. As a limited exception, publicly available search engines and similar Internet navigation tools ("Search Engines") may query the Services and provide an index with links to the Services' Web pages, only to the extent such unlicensed "fair use" is allowed by applicable copyright law. Search Engines are not permitted to query or search information protected by a security verification system intended to limit access to registered human users.

(h) You understand and acknowledge that neighborhoods are not subject to a generally accepted definition, but are subject to individual interpretation. Also, neighborhoods are not necessarily "subdivisions" and neighborhoods are not available for every city in the U.S. The Licensee and End Users may find deviations between what is in the Licensed Content and/or Enhanced Offering and what Licensee and End Users might personally expect; and

(i) You understand and acknowledge that the various scores available in Maponics® Context® are compiled using multiple sources and complex algorithms, are for general information purposes only, and should not serve as a sole basis for decision-making. Context is not intended to be representative of any particular property or exact location within the defined area. It is historically based and is not intended to predict any current or future conditions, events or outcomes. The underlying data change frequently and becomes less reliable over time. These scores are not subject to any generally accepted definition or metric, but are subject to individual interpretation. Licensee must make its own decisions around the subject matter and shall advise its End Users of the same. Also, Context scores are not available for every area. Licensee and End Users may find deviations between what is in the Licensed Content and/or Enhanced Offering and what they might personally expect.

**5. License and Removal of Submissions.** RentalBeast is not responsible for, and has no obligation to review, edit or comment on, the content of Submissions provided by RentalBeast users. However, RentalBeast reserves the right in its discretion to (i) delete, disable access to, move or edit Submissions in its sole discretion for any reason or no reason, or (ii) take any other action that RentalBeast deems necessary relating to use or misuse of the Services, including without limitation, modifying Submissions or terminating your Subscription and/or rights to use the Services. You hereby grant to RentalBeast a non-exclusive, royalty-free license to use, publish, copy, modify, transmit, display and distribute your Submissions in connection with the Services. In addition, you warrant that all moral rights in any Submissions and uploaded materials have been waived and do hereby waive any such moral rights.

**6. Age Requirements.** You must be at least 18 years of age to use the Services. By using the Services, you represent and warrant that you are 18 years of age or older and that you agree to abide by all of the terms and conditions of these Subscription Terms.

**7. Cancelling Your Subscription or Services; Termination.** You will have the right to cancel the Services at any point by calling RentalBeast Customer Support at (617) 623-5700. If you violate any of these Subscription Terms, RentalBeast may, in addition to any other rights and remedies it may have, immediately terminate your Subscription to the Services without any notice or other action by RentalBeast.

**8. Privacy Policy.** Upon your Subscription to the Services, you need to provide information, which may include personal information, such as your name, email address, and mailing address. Such information will be subject to RentalBeast's Privacy Policy (located at <http://www.RentalBeast.com/privacy>).

In addition to and without limiting any other rights herein (including in the Privacy Policy), you also grant us the rights to (i) de-identify Your Content (i.e., to remove your name and other identifying characteristics, consistent with applicable laws and regulations), (ii) use or disclose de-identified data for any purpose, and (iii) allow us to share de-identified data with third parties.

**9. Indemnification.** You will indemnify, defend and hold harmless RentalBeast, its officers, directors, employees, affiliates, agents, licensors, suppliers and any third-party information providers to the Services from and against all claims, liabilities, losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from (i) any violation of these Subscription Terms, including, without limitation, a breach of your representations and warranties, (ii) any activity related to access to or use of the Services by you or any person accessing the Services through you and/or (iii) any Submission you provide, including without limitation any claim that a Submission infringes or violates a third party's intellectual property or other rights.

**10. Disclaimer of Warranties.** THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. YOU EXPRESSLY AGREE THAT USE OF THE SERVICES, INCLUDING ALL CONTENT OR DATA DISTRIBUTED BY, DOWNLOADED OR ACCESSED FROM OR THROUGH THE SERVICES, IS AT YOUR SOLE RISK. RENTALBEAST DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AS TO THE INFORMATION, MATERIALS, AND CONTENT ACCESSIBLE THROUGH THE SERVICES OR ON THE SITE. RENTALBEAST DOES NOT REPRESENT OR WARRANT THAT MATERIALS ON THE SITE OR ACCESSIBLE THROUGH THE SERVICES ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. RENTALBEAST IS NOT RESPONSIBLE FOR TYPOGRAPHICAL ERRORS OR OMISSIONS RELATING TO PRICING, TEXT OR PHOTOGRAPHY.

**11. Limitation of Liability.** IN NO EVENT SHALL RENTALBEAST, ITS OFFICERS, DIRECTORS, AGENTS, AFFILIATES, EMPLOYEES, ADVERTISERS, OR DATA PROVIDERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA) WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), EQUITY OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SITE, THE SUBMISSIONS OR THE SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

**12. Choice of Law, Waiver, and Claims.** These Subscription Terms shall be governed by the laws of The Commonwealth of Massachusetts without regard to its conflict of law provisions to the contrary. RentalBeast's failure to exercise or enforce any right or provision of the Subscription Terms will not be deemed to be a waiver of such right or provision. If any provision of these Subscription Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Subscription Terms remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services must be filed within one year after such claim or cause of action arose or be forever barred.

**13. Arbitration.** Any controversy or claim arising out of or relating to these Subscription Terms or the Subscription Service will be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association (AAA"). Any such controversy or claim must be arbitrated on an individual basis, and must not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration must be conducted in Boston, Massachusetts, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Either RentalBeast or you may seek any interim or preliminary relief from a court of competent jurisdiction in Boston, Massachusetts, as necessary to protect the rights or property of you or RentalBeast.

**14. Digital Millennium Copyright Act.** We comply with the applicable provisions of the Digital Millennium Copyright Act (17 U.S.C. § 512, as amended). If you have any complaints or objections to material we host you may contact our Designated Agent at the address provided below.

Any notice alleging that materials hosted by or distributed through the Website infringe intellectual property rights must include the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed; (b) a description of the copyrighted work or other intellectual property that you claim has been infringed; (c) a description of the material that you claim is infringing and where it is located on the Service; (d) your address, telephone number, and email address; (e) a statement by you that you have a good faith belief that the use of the materials on the Service of which you are complaining is not authorized by the copyright owner, its agent, or the law; and (f) a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Counter Notices

If material that you have posted to the Website has been removed or disabled, you may file a counter notice pursuant to 17 U.S.C. §512 (g). To be effective, the counter notice must be a written communication sent to the designated agent address listed above that includes the following: (i) a physical or electronic signature of the subscriber; (ii) identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled; (iii) a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and (iv) your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which the address is located or, if your address is outside of the United States, for any judicial district in which RentalBeast may be found, and that you will accept service of process from the person who provided notification under subsection 17 U.S.C. §512 (c)(1)(C) or an agent of such person.

Repeat Infringers. It is our policy to terminate, in appropriate circumstances, accounts that are repeat infringers or that repeatedly violate these Terms of Use.

## **1. General Matters**

**RentalBeast Emails:** You can control whether you receive RentalBeast emails by following the instructions at the end of each email we send. You may also opt-out by sending an email to [info@RentalBeast.com](mailto:info@RentalBeast.com).

**Accessing Your Personally Identifiable Information:** If your Personally Identifiable Information changes, or if you no longer desire our service, you may correct, update, delete or deactivate it by logging into your account or by emailing our Customer Support at [info@RentalBeast.com](mailto:info@RentalBeast.com) or by contacting us by postal mail at the contact information listed below.

**Deleting Your Account:** While we will be sad to see you go, you can delete your account by contacting our customer service team at [info@rentalbeast.com](mailto:info@rentalbeast.com).

**The Accuracy and Confidentiality of Your Account Information Is Your Responsibility:** You are responsible for maintaining the secrecy and accuracy of your password, email address, and other account information at all times. We recommend a strong password that you do not use with other services. We are not responsible for personal data transmitted to a third party as a result of an incorrect email address. If you believe your password has been compromised, please change your password immediately via the RentalBeast Website or contact us at [info@RentalBeast.com](mailto:info@RentalBeast.com) for assistance.

**Children:** RentalBeast does not knowingly collect or store any personal information about persons under the age of 13. If you believe a child is using this service without parent consent, please contact us at [info@RentalBeast.com](mailto:info@RentalBeast.com).

**Third-Party Websites:** Our Website may contain links to other Websites. When you click on one of these links, you are navigating to another Website. We do not accept liability for misuse of any information by any Website controller to which we may link. We also do not have any responsibility of liability for the content on Websites that use the RentalBeast Search functionality. We encourage you to read the privacy statements of these sites, which may differ from ours.

**Sale / Merger:** Information about our users and our Website is a business asset of RentalBeast. Consequently, information about our users, including personal information, will be disclosed as part of any merger or acquisition, creation of a separate business to provide the Website, our services or fulfill products, sale or pledge of company assets as well as in the event of an insolvency, bankruptcy or receivership in which personal information would be transferred as one of the business assets of the company. You will be notified via email and/or a prominent notice on our Website of any change in ownership or uses of your personal information, as well as any choices you may have regarding your personal information.

**Security:** We use commercially reasonable security measures to protect the loss, misuse, and alteration of the information under our control. However, we cannot absolutely guarantee the protection of any information shared with us. When you enter sensitive information (such as a credit card number) on our order forms, we encrypt the transmission of that information using secure socket layer technology (SSL).

**Policy Changes:** We may update this privacy policy to reflect changes to our information practices. If we make any change in how we use your personal information we will notify you by email (sent to the e-mail address specified in your account) or by means of a notice on this Website prior to the change becoming effective. We encourage you to periodically review this page for the latest information on our privacy practices.

**Contacting Us:** If you have any questions or suggestions regarding our Terms of Use, please contact us at:

RentalBeast, Inc.  
403 Highland Avenue, Suite #206  
Somerville, Massachusetts 02144  
Email - [info@RentalBeast.com](mailto:info@RentalBeast.com)  
Phone - (617) 623-5700

## B. LISTING TERM AND CONDITIONS

(Last updated June 10, 2016)

### 1. Background

RentalBeast operates an online real estate Website that, among other things, enables consumers to search for real estate information about properties for rent, or that have been rented ("Listing Content"). The Listing Content received and displayed by RentalBeast on this Website includes, but is not limited to, text, data and images about real estate for rent or that has been rented. The Listing Content is provided to RentalBeast from real estate owners or brokers, from Website operators, or other third-party sources. RentalBeast also may obtain the Listing Content from publicly accessible Websites that have granted RentalBeast permission to do so. RentalBeast displays and delivers the Listing Content, together with other content and functionality derived from third party sources, to consumers at [www.RentalBeast.com](http://www.RentalBeast.com) to assist them in their search for property to rent. You maintain, distribute, or aggregate Listing Content (Your "Listing Content") about properties for rent. By entering into this Agreement, You intend, among other things, to permit RentalBeast to display Your Listing Content on [www.RentalBeast.com](http://www.RentalBeast.com) and to redistribute or syndicate Your Listing Content to others including, without limitation, to real estate owners, brokers, and other RentalBeast partners (e.g., mortgage companies, purchasers/consumers of data from RentalBeast, etc.), or to other Websites that display real estate content to the general public.

**2. License Grant from You to RentalBeast.** By submitting Your Listing Content to RentalBeast, You grant to RentalBeast a non-exclusive, irrevocable, worldwide, sub licensable, royalty-free license and right (but not the obligation) to display, distribute, reproduce, modify, store, deliver and otherwise use Your Listing Content, and any updates, additions, changes or modifications thereto, provided by You, other persons affiliated with Your Company, or by managers of the real estate included in Your Listing Content in RentalBeast's services, and create derivative works based upon Your Licensed Content, which may be accessed by consumers through the [www.RentalBeast.com](http://www.RentalBeast.com) Website or any version of such, including mobile or wireless formats or applications. RentalBeast is further authorized to (1) display or deliver Your Listing Content to consumers through [www.RentalBeast.com](http://www.RentalBeast.com) in conjunction with such other content or functionality supplied by RentalBeast or procured by RentalBeast from third parties, (2) deliver Your Listing Content or aggregated Listing Content to real estate brokers and other RentalBeast partners, (3) permit operators of Websites displaying real estate listing information to include functionality on such sites that enables visitors to those sites to conduct searches for, and view, Your Listing Content that appears on RentalBeast.com, including co-branded and mobile versions of RentalBeast.com, or Websites of RentalBeast's marketing partners that frame, or are framed by other Websites, (4) at RentalBeast's discretion, redistribute or syndicate Your Listing Content to other Websites that display content about real estate for rent, (5) otherwise use Your Listing Content to promote, improve, or modify RentalBeast.com and for such other lawful purposes as RentalBeast deems appropriate, and (6) continue to use Your Listing Content, including any of Your Listing Content pertaining to properties that have been rented after the termination or expiration of this Agreement for, among other things, real estate analytics and research purposes.

**3. Your Representations and Warranties.** You represent and warrant to RentalBeast that (1) You are an owner or property manager of real estate for rent, a licensed real estate broker or real estate sales agent affiliated with Your company, or that You are an operator of a Website, multiple listing service or company that displays or distributes information about real property for or rent; (2) You have all necessary power and authority to enter into this Agreement and perform all of Your duties and obligations as set forth herein, and to bind Your company to the terms of this Agreement; (3) You have full power and authority to carry out Your obligations hereunder, and knowingly agree to do so; (4) if You are affiliated with a real estate brokerage company, You are and will remain through the term of this Agreement, duly licensed in good standing in the state in which Your principal office is located, and (unless you are a real estate owner) You are a party to a valid listing agreement with the owners of the properties that are included in Your Listing Content; (5) RentalBeast's indexing of the Listing Content appearing on Your Website through the use of RentalBeast's Web Crawling" software programs or RentalBeast's receipt of a direct data feed containing Your Listing Content does not infringe upon the intellectual or proprietary rights or trade secrets of any third party; (6) Your Listing Content does not contain any libelous material or invade any person's personal privacy rights, or violate any contracts, or rules or regulations to which You are a party, or are required to adhere, including but not limited to the Rules and Regulations of any Multiple Listing Service; and (7) the Listing Content provided or made available by You to RentalBeast does not contain any viruses, bugs, or corruptions. Furthermore, (a) Neighborhoods are not subject to a generally accepted definition, but are subject to individual interpretation. Also, neighborhoods are not necessarily "subdivisions" and neighborhoods are not available for every city in the U.S. The Licensee and End Users may find deviations between what is in the Licensed Content and/or Enhanced Offering and what Licensee and End Users might personally expect; and

b) The various scores available in Maponics® Context® are compiled using multiple sources and complex algorithms, are for general information purposes only, and should not serve as a sole basis for decision-making. Context is not intended to be representative of any particular property or exact location within the defined area. It is historically based and is not intended to predict any current or future conditions, events or outcomes. The underlying data change frequently and becomes less reliable over time. These scores are not subject to any generally accepted definition or metric, but are subject to individual interpretation. Licensee must make its own decisions around the subject matter and shall advise its End Users of the same. Also, Context scores are not available for every area. Licensee and End Users may find deviations between what is in the Licensed Content and/or Enhanced Offering and what they might personally expect.

**4. RentalBeast's Services to You.** In consideration for the Licenses granted in Section 2 above, RentalBeast agrees to provide consumers who view Your Listing Content on RentalBeast.com, or other sites described in Section 2, with the ability to connect with agents or to allow agents to view the listing and make his/her clients aware of the listing.

**5. Ownership of RentalBeast Website Materials and Acceptable Use of Materials.** As between RentalBeast and You, You acknowledge and agree that RentalBeast owns all rights, title and interest in the RentalBeast.com Website, any and all data, software, programs, codes, processes, and any other functionality contained in or on the RentalBeast.com Website, and all of the content accessible on the RentalBeast.com site (RentalBeast Website Materials"), other than Your Listing Content. You agree not to contest RentalBeast's ownership claims, or disassemble, reverse engineer, or attempt to license, sub-license or re-license, any of the RentalBeast Website Materials at any time, or assist or enable any other person to do so. You also agree not to use the RentalBeast Website Materials in any way that is unlawful, or harms RentalBeast, its users, its service providers, its suppliers, or any other person. Further, RentalBeast may terminate your use of the Services and RentalBeast Website Materials if and when it determines that your use is inappropriate.

**6. Limitation of Liability.** RentalBeast shall not be liable to You for damages of any kind based upon the display, redistribution or syndication of Your Listing Content as permitted by this Agreement, whether in contract or tort, and whether or not RentalBeast has been advised of the likelihood of any such damages. Your sole remedy for RentalBeast's breach of its obligations under this Agreement is termination of this Agreement pursuant to Section 7 below.

**7. Disclaimers.** RentalBeast does not make any warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose concerning the operation of RentalBeast.com, or any other Websites or pages on which Your Listing Content may appear or are accessible to consumers by reason of the rights granted to RentalBeast in Section 1 above. Without limiting the generality of the foregoing, RentalBeast does not warrant that the RentalBeast.com Website or any other Websites or pages to which RentalBeast may redistribute or syndicate Your Listing Content will be free of errors or operate without interruption. The RentalBeast.com Website and the other Websites or pages on which Your Listing Content may appear by reason of the rights granted to RentalBeast in Section 1 are operated on an "as is" and as available" basis and RentalBeast does not make any warranties that the display of Your Listing Content on the RentalBeast.com Website, or any other Website or page pursuant the license granted to RentalBeast in Section 1 will result in the actual or potential sale or rental of any particular parcel of property. RentalBeast does not have any control over, and disclaims any responsibility or liability for, the operation of any Websites that frame or are framed by RentalBeast.com, or to which Your Listing Content may be redistributed or syndicated by RentalBeast pursuant to this Agreement. The content of any terms of use agreements or privacy policies governing such other sites are determined by the operators of such Websites and not by RentalBeast. RentalBeast shall retrieve Your Listing Content from Your Website, or receive such Content through a data feed, in an "as is" condition and RentalBeast disclaims any duty or responsibility to You for the accuracy or timeliness of Your Listing Content as it appears on RentalBeast.com, or on any other site on which Your Listing Content is permitted to be displayed pursuant to this Agreement. RentalBeast does not have any control over, and disclaims any responsibility or liability for content supplied by third parties. RentalBeast does not review all Listing Content and disclaims any responsibility or liability for such Listing Content.

**8. Term and Termination.** The term of this Agreement shall continue indefinitely unless terminated by either Party upon fourteen (14) business days' prior written notice to the other Party. Either Party may terminate this Agreement immediately upon written notice to the other Party in the event the other Party breaches any of its obligations, representations, or warranties under this Agreement. Upon termination of this Agreement for any reason, the License granted in Section 1 shall terminate immediate subject to RentalBeast's right to continue to use Your Licensed

Content provided to, or indexed by, RentalBeast prior to the date of termination as provided in Section 1.

**9. Indemnity.** You agree to defend, indemnify and hold harmless, RentalBeast and its affiliates from any damages and liabilities of any type, including, without limitation, equitable or legal remedies, judgments, fines, or penalties, including reasonable attorneys' fees and litigation costs and expenses, asserted against RentalBeast by a third party based upon allegations that if proven to be true would constitute a breach by You of any of Your representations, warranties, or obligations under this Agreement. In the event of such a claim or demand subject to this Section, RentalBeast shall provide You written notice of such a claim or demand, and shall reasonably cooperate with You in the defense or settlement of any claim. RentalBeast will have the right to control the defense and settlement of any claim, with counsel retained by RentalBeast at its sole discretion.

**10. Assignment.** You shall not have any right to assign this Agreement to any third party without the prior written consent of RentalBeast. RentalBeast shall have the right to assign this Agreement without Your consent to (1) a subsidiary, parent or related company of RentalBeast, (2) as part of the sale of all or substantially all of RentalBeast's assets to a third party, or (3) as part of a merger or acquisition of RentalBeast by a third party.

**11. Survival.** Clauses (3) through (6) of Section 2, Sections 3 through 7, Section 9, and Sections 11 through 17 shall survive the termination of this Agreement for any reason.

**12. Independent Contractor.** The relationship between RentalBeast and You is an independent contractor relationship, and neither party shall be deemed to be an employee or representative of the other Party.

**13. Governing Law; Jurisdiction; Venue; Attorneys' Fees.** This Agreement shall be governed by the laws of The Commonwealth of Massachusetts without regard to any choice of law rules. The duties and obligations of the parties under this Agreement may be carried out using electronic media and electronic stored information, as permitted by the Uniform Electronic Transactions Act (UETA") as adopted by The Commonwealth of Massachusetts. The Parties agree that any suit or petition filed by one Party against the other Party to enforce or interpret this Agreement shall be filed in the state or federal courts located in San Francisco, California, and the Parties agree to waive any objection to the personal jurisdiction of such courts. The prevailing Party in such action or petition shall be entitled, in addition to any other relief deemed appropriate by the court, to an award of its reasonable attorneys' fees, costs, and litigation expenses incurred in the prosecution or defense of such action.

**14. Force Majeure.** Neither Party shall be deemed to be in default of or to have breached any provision of this Agreement as a result of any delay, failure in performance or interruption of service, resulting directly or indirectly from acts of God, acts of civil or military authorities, civil disturbances, terrorism, wars, strikes or other labor disputes, fires, transportation contingencies, interruptions in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophes or any other occurrences which are beyond such party's reasonable control.

**15. Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof.

**16. Changes and Modifications.** RentalBeast reserves the right to change or modify any provisions of this Agreement, at any time in its sole discretion and without liability to You. Any such changes or modifications will be effective immediately upon posting of revisions on RentalBeast's Website. By continuing to (1) submit Your Listing Content to RentalBeast or (2) permit RentalBeast to index Your Listing Content, following the posting of such changes or modifications, constitutes Your acceptance of such changes and modifications. Therefore, You should frequently review this Agreement on RentalBeast's Website in order to understand the terms and conditions applicable to your submission of Your Listing Content to RentalBeast and Your permission to allow RentalBeast to Index Your Listing Content. If You do not agree to any changes or modifications to this Agreement, Your sole recourse is to stop submitting Your Listing Content to RentalBeast and stop permitting RentalBeast to index Your Listing Content.

**17. Severability** If any provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other provisions of this Agreement will nonetheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner adverse to any party. Upon such determination that any provision is invalid, illegal, or incapable of being enforced, the parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled.

**18. Digital Millennium Copyright Act.** We comply with the applicable provisions of the Digital Millennium Copyright Act (17 U.S.C. § 512, as amended). If you have any complaints or objections to material we host you may contact our Designated Agent at the address provided below.

Any notice alleging that materials hosted by or distributed through the Website infringe intellectual property rights must include the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed; (b) a description of the copyrighted work or other intellectual property that you claim has been infringed; (c) a description of the material that you claim is infringing and where it is located on the Service; (d) your address, telephone number, and email address; (e) a statement by you that you have a good faith belief that the use of the materials on the Service of which you are complaining is not authorized by the copyright owner, its agent, or the law; and (f) a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Counter Notices. If material that you have posted to the Website has been removed or disabled, you may file a counter notice pursuant to 17 U.S.C. §512 (g). To be effective, the counter notice must be a written communication sent to the designated agent address listed above that includes the following: (i) a physical or electronic signature of the subscriber; (ii) identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled; (iii) a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and (iv) your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which the address is located or, if your address is outside of the United States, for any judicial district in which RentalBeast may be found, and that you will accept service of process from the person who provided notification under subsection 17 U.S.C. §512 (c)(1)(C) or an agent of such person.

Repeat Infringers. It is our policy to terminate in appropriate circumstances accounts that are repeat infringers or repeatedly violate these Terms of Use.

Contacting Us: If you have any questions or suggestions regarding our Terms of Use, please contact us at:

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