

## TERMS OF SERVICE

### 1. Agreement Between You and LiveLovely.com.

Thank you for using LiveLovely.com to find your next rental home. The following terms and conditions (the “Terms of Service”) apply to your use of the Sites. The term “Sites” includes LiveLovely.com and any current or future related mobile sites, mobile applications or other products or services. By using the Sites, you explicitly accept these Terms of Service. We strongly recommend that, as you read these Terms of Service, you also access and read the information contained in the other pages and websites referred to in these Terms of Service, as they may contain further terms and conditions that apply to you. Underlined words and phrases are links to these pages and websites. The term “Agreement” means the agreement formed between you and us pursuant to these Terms of Service and any other terms and conditions posted on the Sites, and any other written agreement between you and us, as the same may be modified from time to time, all of which are incorporated herein by reference.

### 2. Website Information and Remedies.

LiveLovely.com is a technology platform owned and operated by RentPath, LLC. The rental advertisements and related services posted on the Sites are procured and provided by RentPath and/or its subsidiaries and affiliates. In the case of any violation of our Agreement, RentPath and its affiliates (collectively, “Lovely” or “we,” “our” or “us”), reserve the right to seek all remedies available by law and in equity for such violations, including termination of your use of the Sites.

### 3. Your License to Us.

When you give us or otherwise authorize us to use content, you grant us a limited, non-exclusive, royalty-free, sublicensable irrevocable right and license to copy, use, distribute, reproduce, modify, display, perform, create derivative works from, store and otherwise use the content, in any media known now or in the future, and you represent that you have sufficient rights in the content to make this grant.

### 4. Services and Our License to You.

Potential renters may search the Sites for available rental properties at no charge.

Subject to the restrictions in these Terms of Service, Lovely hereby authorizes you to view, copy, download and print a single copy of the information and data (“Content”) available on the Sites, provided that: (1) the Content is used solely for personal, noncommercial purposes; (2) the Content is not modified, republished, or redistributed; and (3) all copyright, trademark, service mark and other proprietary notices are reproduced as they appear in any such Content. Without limiting the generality of the foregoing, as a renter, you are only permitted to use the Sites to search for properties, communicate with advertisers/properties, and utilize other rental-related services offered by us. Except as expressly provided above, nothing contained herein shall be construed as conferring, by implication, estoppel or otherwise, any license or right under any patent, trademark or copyright of Lovely.

### 5. Competitor Exclusion.

Notwithstanding the grant of access conferred in Section 4, Lovely expressly and without limitation revokes the right of any competitor, including competitors of Lovely, RentPath or its affiliates, to access the Sites in any way and for any purpose, including, but not limited to, through employees, officers, directors, third party agents, affiliates, or independent contractors. If you are a Lovely competitor, or a competitor of any RentPath affiliate, you acknowledge that you are accessing the Sites without legal

authorization, and agree to immediately discontinue such access, and to direct all parties within your control or under your direction, including, but not limited to, employees, officers, directors, third party agents, affiliates, or independent contractors, to cease accessing the Sites on your behalf, or for your benefit.

#### 6. Use of Third-Party Call Servicer.

Our listings contain phone numbers through which you may contact our advertisers. We have an agreement with a third-party provider (the "Call Servicer") allowing properties listed on the Sites to be assigned a unique phone number as part of their listing and to use call measurement and monitoring services, for purposes of quality assurance, customer service and analytics, via the Call Servicer's telecommunications network.

By using the Sites to access listings and by contacting advertisers/properties via the telephone numbers listed on the Sites, you consent and give permission to have your voice, identity and call content recorded, monitored, stored and divulged for the purposes described above.

#### 7. Coupons and Promotional Offers

Listings appearing on the Sites may contain coupons or other promotional offers, such as rent or move-in special offers ("Coupons"). You may only redeem Coupons if you are 18 years of age or older. You can only redeem Coupons during the promotional period, while supplies last, and any unredeemed Coupon will not have any cash value. Coupons may only be redeemed for the specific property being advertised and no substitution is permitted. You will be subject to the terms, conditions and restrictions mentioned in the Coupon in addition to these Terms.

Unless otherwise set forth in the Coupon, permitted by the advertising property, or required under applicable law, the following additional restrictions apply: You cannot redeem the Coupon in combination with other discounts, promotions or offers; and you cannot duplicate use, sell or trade a Coupon. The Coupon will be void if you attempt to redeem it in violation of the terms of the Coupon or these Terms.

IN ADDITION TO THE GENERAL DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY APPLICABLE TO THE ENTIRE WEBSITE, WE DISCLAIM ANY AND ALL WARRANTIES AND LIABILITY AS TO ANY ADVERTISING PROPERTY OR THE PRODUCTS OR SERVICES THAT IT OFFERS. LOVELY DISCLAIMS ALL WARRANTIES OF QUALITY, SAFETY, USABILITY, MERCHANTABILITY OR FITNESS OF ANY UNDERLYING PRODUCT OR SERVICE REDEEMED BY YOU IN CONNECTION WITH ANY COUPON. AS BETWEEN LOVELY AND YOU, YOU AGREE THAT YOU ARE USING THE ADVERTISING PROPERTY'S COUPON AT YOUR SOLE RISK.

#### 8. No Unauthorized Duplication.

Except as otherwise stated herein, none of the Content on the Sites may be modified, copied, reproduced, distributed, republished, downloaded, displayed, sold, compiled, posted or transmitted in any form or by any means, including but not limited to, electronic, mechanical, photocopying, recording or other means, without the prior written consent of Lovely.

#### 9. Trademarks.

The term "Lovely" and any other trademarks, trade names, logos and service marks, including Lovely and

RentPath (collectively, the “Marks”), displayed on the Sites are the property of Lovely, RentPath or other third parties. You are not permitted to copy or otherwise use these Marks without the prior written consent of Lovely or such other owner.

#### 10. Access and Interference.

The Sites may contain robot exclusion headers. Much of the information on the Sites is proprietary or is licensed to Lovely by our users or third parties. You agree that you will not use any robot, spider, scraper or other automated means to access the Sites for any purpose without our prior written consent.

Additionally, you agree that you will not: (i) take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure; (ii) copy, use, reproduce, modify, create derivative works from, distribute or display any content on the Sites without the prior written consent of Lovely and the appropriate third party, as applicable; (iii) interfere or attempt to interfere with the proper working of the Sites or any activities conducted on the Sites; or (iv) bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Sites.

#### 11. No Unlawful or Prohibited Use.

As a condition of your use of the Sites, you agree to comply with all applicable laws, statutes, ordinances and regulations regarding your use of our service and any related activities. You warrant that you will not use the Sites in any way prohibited by these terms, conditions and notices. In addition, you will not:

- use the Sites if you are not able to form legally binding contracts, are under the age of 18, or are temporarily or indefinitely suspended from the Sites;
- distribute or post spam, chain letters, or pyramid schemes;
- distribute viruses or any other technologies that may harm the Sites or the interests or property of users of the Sites;
- copy, modify, republish or distribute content from the Sites (except as provided herein) or Lovely’s copyrights and trademarks;
- impersonate another person or otherwise misrepresent your affiliation with another person or entity, conduct fraud, hide or attempt to hide your identity;
- provide inaccurate contact information or other misleading information, User Content or User Commentary;
- harvest or otherwise collect information about users, including email addresses, without their consent;
- transmit to the Sites or any user any information or materials of any kind which (i) violate, plagiarize or infringe on the intellectual property or contractual rights of any third party; or (ii) are libelous, defamatory, obscene, pornographic, abusive, harassing, threatening, tortious, invasive of another’s privacy, hateful, or otherwise objectionable; or (iii) contain any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

#### 12. Reporting Intellectual Property Infringement.

Lovely and the Sites comply with the provisions of the Digital Millennium Copyright Act (“DMCA”) applicable to Internet service providers (17 U.S.C. § 512). If you believe that your work has been copied and has been posted to the Sites in a way that constitutes copyright infringement, please provide our copyright agent the following written 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 upon;
- A description of where the material that you claim is infringing is located on the Sites;
- Your address, telephone number, and e-mail 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.

Before sending a notice to us, you should confirm that you are the copyright owner or have rights to the copyright which the DMCA requires. Contact information for our copyright agent for notice of claims of copyright infringement is provided below.

Via email to: [infringement@rentpath.com](mailto:infringement@rentpath.com) or via mail to:

RentPath, LLC  
Attn: General Counsel  
950 E. Paces Ferry Road, Suite 2600  
Atlanta, Georgia 30326

#### 13. Real Estate Licensing.

Lovely does not broker real estate transactions. Lovely does not act as a real estate agent for you or any other user. For specific advice on real estate matters, you should always seek the advice of a licensed real estate agent or broker. While Lovely may become licensed as a real estate broker from time to time where it believes it may be necessary or advisable, Lovely does not perform any such services for its users, including but not limited to real estate brokerage, valuation, legal, financial, or accounting services. Lovely does not assume any liability or responsibility for the services of third parties or any of their agents. Because the information available to you is provided by third parties, Lovely cannot assume any responsibility or liability for the timeliness, completeness, or accuracy of any of the real estate content provided to you through the Sites. Furthermore, you understand and agree that Lovely has not entered into any form of fiduciary or brokerage relationship with you solely by your use of the Sites, or accessing the materials available on the Sites.

#### 14. Links to Third-Party Websites; Use of Google Maps.

The Sites may contain links to websites operated by parties other than Lovely. Such hyperlinks are provided for reference only. Lovely does not control such websites and is not responsible for their content. Lovely’s inclusion of hyperlinks to such websites does not imply any endorsement of the

material on such websites or any association with their operators. If you decide to access any of the third party sites linked to on the Sites, you do so entirely at your own risk.

In addition, the Sites provide map views of properties using Google Maps. Your use of Google Maps through the Sites, or otherwise, is subject to the [Google Maps/Google Earth Terms of Service](#) (including the [Google Privacy Policy](#)).

15. General Disclaimer.

ALTHOUGH LOVELY HAS ATTEMPTED TO PROVIDE ACCURATE INFORMATION ON THE WEBSITE AND OUR MOBILE APPLICATIONS, LOVELY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION. ALL INFORMATION PROVIDED ON THE SITES IS PROVIDED "AS IS" WITH ALL FAULTS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. LOVELY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE, EXCEPT TO THE EXTENT SUCH DISCLAIMERS ARE HELD TO BE LEGALLY INVALID.

16. Limitation of Liability.

NEITHER LOVELY, RENTPATH, NOR ITS PARENT, AFFILIATES, OR SUBSIDIARIES, NOR ANY OF THEIR RESPECTIVE DIRECTORS, EMPLOYEES, AGENTS, VENDORS OR SUPPLIERS WILL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES, COSTS OF REPLACEMENT GOODS, LOSS OR DAMAGE TO DATA ARISING OUT OF THE USE OR INABILITY TO USE THE WEBSITE OR ANY LOVELY ADVERTISEMENT, OR DAMAGES FROM THE USE OF OR RELIANCE ON THE INFORMATION PRESENT ON THE SITES, EVEN IF LOVELY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. Modification of the Sites.

Lovely reserves the right in its sole discretion to improve, modify or remove any information or content appearing on the Sites. Lovely may discontinue or revise any or all aspects of the Sites in its sole discretion and without prior notice. Without limiting the foregoing, Lovely reserves the right to change the terms and conditions under which the Sites are offered at any time. Lovely will provide notice of and the effective date of such changes. It is your responsibility to check terms and conditions of this Agreement at the time of each use.

18. Privacy.

We view the protection of users' privacy as paramount and will only use your information as described in our [Privacy Policy](#). We store and process your information on computers located in the United States that are protected by physical as well as technological security devices. You can opt-out of communications from Lovely by clicking "unsubscribe" on any email you receive from Lovely. If you object to your information being transferred or used in this way, please do not use our services.

19. Release.

Because the Sites are an advertising venue, in the event that you have a dispute with a property/advertiser, you release Lovely, RentPath and its affiliates (and its respective officers, directors, agents, subsidiaries,

joint ventures and employees) from 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. If you are a California resident, you waive California Civil Code §1542, which says: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

20. Waiver of Contractual Rights for Violators of These Terms of Service.

You understand and agree that any individual or entity, including, but not limited to, employees, officers, directors, third party agents, affiliates, or independent contractors of such individuals or entities, that violates any term of these Terms of Service, including, but not limited to, accessing the Sites without authorization, or in excess of the authorization granted by these Terms of Service, is precluded from enforcing, agrees not to enforce, and covenants not to sue to enforce, any provision in any contract governing the use of any individual or entity’s website, including, terms and conditions, Terms of Service, and terms of service, asserted by such individual, entity, or any affiliate thereof, as binding on Lovely, RentPath, or any of their affiliates.

21. Nature of Lovely Services.

Lovely operates a platform for properties desiring to advertise residential rental properties with available units, and the advertisements on the Sites are based on information provided by the properties. Accordingly, Lovely is not responsible in any way for the content in any such advertisements, nor is Lovely responsible for any actual lease transaction between a potential renter and a property.

22. Services Not Provided.

Without limiting the generality of the foregoing, you acknowledge and agree as follows:

- (i) Lovely does not participate in any actual lease transactions, including, without limitation, negotiations, discussions, or proposals, and you expressly waive any requirement that purports to impose on Lovely an obligation to perform any services other than those expressly undertaken by Lovely;
- (ii) While Lovely has broker licenses in certain states, Lovely does not render legal, brokerage, or other professional advice or services; in the event you desire or need such services, Lovely strongly advises you to secure the same from an appropriate provider;
- (iii) Lovely is not undertaking any, and has no, duties to renters, including, without limitation, the obligation to inspect rental properties, to verify the veracity of information contained in an advertisement, or to interview or otherwise screen renters;
- (iv) Lovely is not responsible for the content of, nor does it endorse, the third-party websites to which you may link using the Sites;
- (v) Lovely does not guarantee the accuracy of any information available on the Sites, and is not responsible for any errors, omissions, or misrepresentations, and all information obtained on the Sites must be verified independently;
- (vi) Lovely may make changes to its products and/or services and the Sites at any time and without notifying you or receiving your consent; and

(vii) While Lovely complies with applicable state and federal laws, including federal civil rights laws, Lovely cannot guarantee that its users so comply. Accordingly, Lovely assumes no liability for renters' and/or properties' failure to comply with such laws.

### 23. Indemnity.

You will indemnify and hold us (and our officers, directors, agents, affiliates, subsidiaries, joint ventures and employees), harmless from any cost, liability, charge, penalties, claim or demand, including reasonable attorneys' fees, court costs, and other costs of collection, made by any third party due to or arising out of your breach of this Agreement, or your violation of any law or the rights of a third party, or incurred by us as a result of your default under this Agreement.

### 24. Resolution of Disputes.

If a dispute arises between you and Lovely, our goal is to provide you with a neutral and cost effective means of resolving the dispute quickly. Accordingly, you and Lovely agree that we will resolve any claim or controversy at law or equity that arises out of this Agreement or our services (a "Claim") in accordance with the subsections below or as we and you otherwise agree in writing.

- In the event that either party to these Terms of Service has a dispute relating to or arising from these Terms of Service or the use of the Sites, it must immediately notify the other party in writing giving details of the dispute. If the parties cannot resolve the dispute within fourteen (14) days of receipt of the notice provided for above, the dispute will then be submitted to mediation by a mediator agreed to by the parties, or failing agreement, appointed by Judicial Arbitration and Mediation Services, Inc. ("JAMS") at the request of either party. If the matter is not resolved by mediation within fourteen (14) days from there, the matter will be submitted for arbitration in accordance with the Federal Arbitration Act (9 U.S.C. § 1 et seq.), by a single arbitrator to be appointed by the parties or, failing agreement, appointed by JAMS at the request of either party. The arbitrator shall not have the power to maintain class action or class-wide procedures, or provide either party with class-wide relief. Any such mediation or arbitration shall take place in Atlanta, Georgia. Unless the parties agree otherwise, English shall be the sole language of all such proceedings. This arbitration provision shall survive termination of this Agreement.
- **YOU HAVE A RIGHT TO OPT OUT OF THIS AGREEMENT TO ARBITRATE AS DESCRIBED BELOW. UNLESS YOU OPT OUT OF ARBITRATION, YOU AND WE ARE WAIVING (i) THE RIGHT TO HAVE OUR DISPUTE HEARD BEFORE A JUDGE OR JURY, OR OTHERWISE TO BE DECIDED BY A COURT OR GOVERNMENT TRIBUNAL, and (ii) ANY ABILITY TO ASSERT OR PARTICIPATE ON A CLASS OR REPRESENTATIVE BASIS IN COURT OR IN ARBITRATION. ALL DISPUTES, EXCEPT AS STATED BELOW, MUST BE RESOLVED BY BINDING ARBITRATION WHEN EITHER YOU OR WE REQUEST IT.** You have the right to opt out of this agreement to arbitrate by sending written notice to RentPath, LLC, Attn: General Counsel, 950 E. Paces Ferry Road, Suite 2600, Atlanta, Georgia 30326, within 30 days of first accepting these Terms of Service. Otherwise, this agreement to arbitrate will apply without limitation.
- After we receive notice that you have commenced arbitration, we will reimburse you for your payment of the filing fee up to \$300. For claims less than \$75,000 that you win in arbitration, we will reimburse you for any fees paid to the arbitration organization and/or arbitrator. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the JAMS

Comprehensive Arbitration Rules and Procedures (the “Rules”). In such case, you agree to reimburse us for all monies previously disbursed by us that are otherwise your obligation to pay under the Rules. Arbitration relating to claims of \$75,000 or greater shall be governed by the Rules with regard to payment of fees. If you consider that you are unable to afford any fees that would be yours to pay, you may request that we pay or reimburse them, and we will consider your request in good faith. Notwithstanding the foregoing, either party may bring an individual action in small claims court, if the claim is in that court’s jurisdiction and proceeds on an individual, and not class-wide, basis. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies. The arbitration shall be kept confidential by both parties, and either party may seek injunctive relief before the United States District Court for the Northern District of Georgia or the state courts of Fulton County, Georgia for the limited purposes of: (i) securing compliance with this arbitration provision pursuant to the Federal Arbitration Act; and (ii) enforcing the confidentiality of the arbitral proceedings.

- **BY AGREEING TO THIS ARBITRATION PROVISION, EACH PARTY UNDERSTANDS THAT BOTH YOU AND WE ARE WAIVING THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. BOTH PARTIES AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. FURTHER, UNLESS THE PARTIES AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF REPRESENTATIVE OR CLASS PROCEEDING.** If these terms relating to class or representative procedures are legally unenforceable for any reason with respect to a claim, then this agreement to arbitrate will be inapplicable to that claim, and the claim will instead be handled through litigation in court, rather than by arbitration, on the terms below.
- The arbitrator will have the power to award to a party any damages or other relief provided for under applicable law, with the exception of punitive damages to which neither party will be entitled.
- The arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The arbitrator’s decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within 30 days of award issuance. The appeal must request a new arbitration in front of three neutral arbitrators designated by the same arbitration administrators. The panel will reconsider all factual and legal issues, following the same rules of procedure, and will make decisions based on majority vote. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.
- Subject to the foregoing, all disputes arising out of or related to these Terms of Service or your use of Lovely shall be governed by, construed and enforced in accordance with the laws of Georgia, without giving effect to any principles of conflicts or choice of law. If the mandatory arbitration provisions above do not apply to any dispute relating to or arising from these Terms of Service or the use of the Sites for any reason, such dispute shall be submitted to and resolved solely in the state or federal courts located in Atlanta, Georgia without jury trial. Both parties hereby consent to the personal jurisdiction of these courts and waive any objection (including of inconvenient forum) to these courts hearing such disputes. No other court, whether state or federal, may hear any such complaint or dispute. **BY ACCESSING AND/OR USING THE SERVICE, YOU IRREVOCABLY SUBMIT TO SUCH EXCLUSIVE JURISDICTION AND VENUE AND AGREEMENT TO WAIVE JURY TRIAL.** This arbitration agreement shall be construed broadly



to encompass any and all possible claims between you and Lovely that are even tangentially related to the contractual relationship created by these Terms of Service.

- If you are a California resident, in accordance with California Civil Code Section 1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

## 25. Notices.

Except as explicitly stated otherwise, notices should be sent to us at the following address:

RentPath, LLC  
Attn: General Counsel  
950 E. Paces Ferry Road, Suite 2600  
Atlanta, Georgia 30326

We will send notices to the email address you provide to Lovely either (i) when you complete a property contact form or (ii) when you create an account on the Sites. Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid.

## 26. Apple® Terms

If you accessed or downloaded our mobile application through the Apple App Store, it is an “App Store Sourced Application” for purposes of these Terms of Service, and you will use the App Store Sourced Application only: (i) on an Apple-branded product; and (ii) as permitted by the “Usage Rules” set forth in the Apple App Store Terms of Service. We reserve all rights in and to the App Store Sourced Application not expressly granted to you under these Terms of Service.

You acknowledge and agree that (i) these Terms of Service are valid between you and us only, and not Apple Inc., and (ii) we, not Apple, are solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the App Store Terms of Service.

You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.

In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will, where applicable, refund the purchase price for the App Store Sourced Application to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between us and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be our sole responsibility.

You and we acknowledge that, as between us and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

You and we acknowledge that, in the event of any third party claim that the App Store Sourced

Application or your possession and use of that App Store Sourced Application infringes that third party's intellectual property rights, as between us and Apple, we, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this Agreement.

You and we acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries relating to your license of the App Store Sourced Application, and that, upon your acceptance of these Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce the rights under these Terms of Service as related to your license of the App Store Sourced Application against you as a third party beneficiary thereof.

Without limiting any other provisions of these Terms of Service, you must comply with all applicable third-party agreements when using the App Store Sourced Application.

#### 27. General.

By using the Sites and agreeing to the Terms of Service, you are also agreeing to abide by our [Privacy Policy](#), and all other agreements and policies posted on the Sites. Lovely reserves the right to refuse service to anyone and to terminate a user's account at any time. In our sole discretion, we may assign the Agreement. Headings are for reference purposes only and do not limit the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Lovely may rely on your electronic signature to create a binding valid agreement. From time to time Lovely may send facsimiles or emails regarding its products and services, or may call customers regarding Lovely's products and services, and you hereby expressly consent to receiving such emails, SMS/text messages, facsimiles and telephone calls. See [Privacy Policy](#) for more information. The Sections and policies that by their nature are intended to survive, shall survive any termination of the Agreement.

#### 28. Integration/Re-Affirmation.

You acknowledge and agree that these Terms of Service, and the other policies, terms, guidelines and rules referenced herein, constitute the entire and exclusive agreement between Lovely and you regarding the Sites, and supersede and replace any prior agreements between Lovely and you regarding the Sites. You further acknowledge and agree that each time you visit the Sites, you: (i) expressly waive any prior rights you may have obtained from any contract to access or use the Sites; (ii) re-affirm your commitment to abide by these Terms of Service, including any new provisions that have been added since the last time you accessed the Sites; and (iii) signify your agreement that the current terms in Lovely's Terms of Service supersede all prior Terms of Use or terms of service in effect when you accessed the Sites, such that each time you access the Sites, you form a new agreement with Lovely that applies to your access to the Sites.

Last Updated: March 15, 2018.

# PRIVACY POLICY

[Click here to learn more about how we handle do-not-track signals and user tracking.](#)

LiveLovely.com is a technology platform owned and operated by RentPath, LLC (“RentPath”). The rental advertisements and related services accessed on LiveLovely.com or through its tools, applications or services are procured and provided by RentPath and its subsidiaries and affiliates (collectively, “Lovely” or “we”, “our” or “us”).

## 1. Scope.

This Privacy Policy describes how we handle your personal information on the LiveLovely.com website (the “Website”), the Lovely mobile applications (collectively, the “App”), and on other related sites, tools, applications, or services (collectively and including the Website and the App, the “Sites”). By accepting the Privacy Policy and the [Terms of Service](#) when you submit a property contact form on LiveLovely.com, you expressly consent to our collection, storage, use and disclosure of your personal information as described in this Privacy Policy, including its transfer to and storage on our servers in the United States or elsewhere in the world where RentPath has facilities.

## 2. Collection.

If you submit information to us (whether contacting a property via a contact form or by phone, registering on our Sites or creating a “Renter Card”), then we will collect and store that information. In most cases, the information we hold about you is collected through the Sites, but we may also collect information from private-label, co-branded and affiliate websites and/or from third parties with whom we have entered into an arrangement for such collection, or from their respective tools, applications or services (“Other Sites”). Accordingly, our privacy policy may apply to you even if you do not submit information to us through the Sites. Depending on the services you use, we may collect and store the following personal information that you provide to us:

- personal and contact information such as name, email address, postal address, and telephone number;
- move-in date and demographic information such as location, gender, age, marital status, occupation, the type of device through which you access the Sites, and other similar information;
- self-reported income and/or credit score information;
- financial information such as credit card or bank account numbers;
- logs, contact information and other information about communications between past, present or potential renters and past, present or potential properties using our or our affiliated companies’ communications tools (see Section 5. Communications and Communication Tools; Property Contact Forms below);
- information automatically collected by cookies and web beacons on your computer; and
- information based on your interactions with the Sites or the Other Sites and their advertising, such as search information, computer sign-on data, statistics on page views, traffic to, from and within LiveLovely.com or Other Sites, ad data, IP address and standard web log information.

If you contact us or a property via the phone numbers provided on the Sites, we may record the phone conversation and store a recording and transcription of such call.

In the event you close an account (including a Renter Card), we do retain personal information in order to comply with law, prevent fraud, resolve disputes, troubleshoot problems, assist with any investigations, enforce our Terms of Service, and for purposes otherwise permitted by law.

We may also collect information about your computer or other access device to mitigate risk and for fraud prevention purposes.

### 3. Use.

Our primary purpose in collecting information is to provide you with a safe, smooth, efficient, and customized search experience. We may use your personal information to:

- provide the services and customer support you request, including confirming emails related to Lovely's services, reminders and transactions;
- contact and communicate with properties or us;
- resolve disputes and troubleshoot problems;
- customize your experience and otherwise measure and improve Lovely's services;
- send you relevant residential real estate related listings via email, phone, text messaging or push notification on your phone;
- deliver targeted marketing, service updates, and promotional offers (if we use your personal information to market to you, you will be able to opt-out of such communications - see below under Section 5. Communications and Communications Tools and Section 6. Cookies);
- connect you with third parties that provide products or services related to moving or relocating;
- make payments to third parties through the Sites, should you choose to do so;
- request your review of a property;
- compare information for accuracy and verify it with third parties;
- measure consumer interest in our products and services;
- summarize your information (including personal information) that you provide to us or our affiliates;
- help promote a safe service and detect and prevent error, fraud and other potentially prohibited or illegal activity;
- enforce our agreements, terms, conditions, and policies, and send you notices and alerts;
- provide services as otherwise described to you at the time of collection; and
- prepare aggregated data, including for general marketing and analytical purposes.

#### 4. Disclosure.

We reserve the right to use and disclose in any manner, any non-personal, non-identifiable information, including in the form of aggregated data, that we collect by use of cookies and traffic data, or that you share with us through the Sites.

In addition, we may provide or share some or all of your personal information, including name and email addresses, to:

- Law enforcement offices, third-party rights owners or others in the good faith belief that such disclosure is reasonably necessary to enforce our Terms of Service or Privacy Policy; respond to claims that an advertisement, posting or other content violates the rights of a third party; or protect the rights, property or personal safety of our users or the general public.
- Third parties offering products or services that may be relevant to you, whose services you agree to use, you have expressed an interest in or initiated contact with (e.g., through a property contact form), or with whom you have authorized us to share your personal information.
- Service providers under contract who help with our business operations (such as fraud investigations, bill collection, invoicing, telecommunication and call monitoring services).
- Another business entity should we plan to merge with, or sell substantially all our assets to that business entity.

Logs, recordings, and other information related to communication between you and third parties in connection with the services and/or other uses and purposes mentioned herein may be stored, maintained and/or divulged to those third parties by us on an individual basis or in the aggregate.

When you contact a property, they will store information about you, such as your name, email address, phone number, etc. We expect properties to use your information solely for the purpose of your interaction with them as a renter; however, we have no control over how a given property will use your information.

#### 5. Communications and Communication Tools.

We communicate with users, and facilitate communications between users, in a variety of ways, including but not limited to:

Property Contact Forms. We make tools available that facilitate communications between renters and properties by phone, email or text. When these tools are used, we may collect certain information related to the communication, like email addresses, contact logs, calling number, call duration, contents of the email communication, and call recordings. We may share this information with properties so they can manage their communications with renters.

Send-to-a-Friend. If you use our Send-to-a-Friend or other email tools, we do not permanently store the email address you give us or use that email address for any marketing purpose. We do not rent or sell these email addresses.

Email preferences. We provide all users with the opportunity to opt out of receiving non-essential (promotional, marketing-related) communications from us. To remove your contact information from

LiveLovely.com lists and newsletters, click on the “unsubscribe” link that is included at the bottom of any Lovely email you receive.

#### 6. Cookies.

We or our service providers may place cookies or web beacons on your device when you visit our Sites. We use permanent cookies to provide personalized features, such as automatically logging you into your personalized home page and to deliver customized services, content, and advertising. We use session cookies to monitor and improve the functionality and usability of the Sites. You can block our cookies by changing the settings on your browser (contact your ISP for help), but doing so may prevent us from delivering certain services to you.

We may use third-party advertising companies to serve ads on our and our advertising partners’ behalf. These companies may employ cookies and web beacons to deliver advertising and measure its effectiveness. Any information that these third parties collect via cookies and web beacons is completely anonymous.

#### 7. Third Parties.

Except as otherwise expressly included herein, this Privacy Policy addresses only the use and disclosure of information we collect from you. If you disclose your information to others, whether they are renters, properties or other websites, different rules may apply to their use or disclosure of the information you disclose to them. We do not control the privacy policies of third parties. We encourage you to ask questions before you disclose your personal information to others.

The Sites have links to other websites that may collect personal information about you. We are not responsible for the privacy practices or the content of those linked websites.

#### 8. Account Protection.

Your password is the key to your account. Use unique numbers, letters and special characters, and do not disclose your LiveLovely.com password to anyone. If you do share your password or your personal information with others, remember that you are responsible for all actions taken in the name of your account. If you lose control of your password, you may lose substantial control over your personal information and may be subject to legally binding actions taken on your behalf. Therefore, if your password has been compromised for any reason, you should immediately notify Lovely and change your password.

#### 9. Security.

Your information (other than credit card information) is stored on our servers located in the United States. We treat data as an asset that must be protected and use many tools (encryption, passwords, physical security, etc.) to protect your personal information against unauthorized access and disclosure. However, third parties may unlawfully intercept or access transmissions or private communications, and other users may abuse or misuse your personal information that they collect from LiveLovely.com. Therefore, although we work very hard to protect your privacy, we do not promise, and you should not expect, that your personal information or private communications will always remain private.

#### 10. Minors

The Sites are intended solely for use by persons 13 years of age or older. If you are under the age of 13, you may not use the Sites or other services, or contribute any information to us.

## 11. Notice to California Residents

If you are a California resident, California Civil Code Section 1798.83 permits you to request information regarding the disclosure of your personal information by us to third parties for the third parties' direct marketing purposes. To make such a request, please send an email to [privacy@rentpath.com](mailto:privacy@rentpath.com).

## 12. General.

We may amend this Privacy Policy at any time by posting the amended terms on LiveLovely.com. Amended terms take effect upon acceptance for new users and 10 days after they are posted on LiveLovely.com for all other users. Your continued use of the Sites constitutes acceptance of any new terms.

## 13. Questions.

Questions regarding this policy should be directed to the following address:

*Attn: General Counsel*

*RentPath, LLC*

*950 E. Paces Ferry Road, Suite 2600*

*Atlanta, Georgia 30326*

or via email to [privacy@rentpath.com](mailto:privacy@rentpath.com).

Last updated: March 15, 2018.

## **TRACKING AND DO-NOT-TRACK SIGNALS**

While browsers allow you to disable the usage of cookies, we do not change our practices in response to a “Do Not Track” signal in the HTTP header from your browser or mobile application. We will not, for any marketing purposes, load cookies/web beacons or any other kind of software that tracks your general behavior while you are visiting third party websites or using third-party mobile applications. We do, however, track if you click on advertisements for Lovely services on third party platforms such as search engines and social networks, and may use analytics to track what you do in response to those advertisements.

We may also track your activities on third party websites and mobile platforms in the following circumstances:

- As described in our [Privacy Policy](#);
- When you link your account on a third party website with social networking functionality to your Lovely account;
- To show you content (which may include advertisements) that is more relevant to you; or
- For fraud prevention, risk assessment and regulatory compliance purposes.

We may, either directly or through third party companies and individuals we engage to provide services to us, also continue to track your behavior on our own Website or on our customers’ websites for purposes of our own customer support, analytics, research, product development, fraud prevention, risk assessment, regulatory compliance, investigation, as well as to enable you to use and access our Sites. We may also, either directly or through third party companies and individuals we engage to provide services to us, track your behavior on our Sites or on our customers’ websites to market and advertise our services to you.

Third parties may not collect information about individual consumer’s online activities on our Sites except as described in our [Privacy Policy](#).