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(last updated March 30, 2015)

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(your “Credit Information”) as well as financial information such as credit card or bank account numbers (“Payment Information”). Lovely may also request other information including such information as your first and last name, email address, job title, employer, location, gender, age, marital status, phone number, type of device through which you access the Site or Lovely App, and other personal and lifestyle information (your “Personal Information”). Lovely will not use this information in a way that violates the Fair Housing Act or any other civil rights or antidiscrimination laws. You may provide your Personal Information to Lovely by completing the required forms on the Site or Lovely App, or by allowing us to access your name and other profile information through existing accounts you may have on social networking services (your “Social Networking Profile”), or otherwise. You agree to: (a) provide true, accurate, current and complete information about yourself, including without limitation your Payment Information, when using the Affiliate Services, (b) maintain and promptly update your Credit Information, Payment Information, and/or Personal Information to keep it true, accurate, current and complete, (c) authorize Lovely to charge your payment mechanism for any and all service fees incurred by your use of the Affiliate Services, as applicable, and (d) authorize Lovely to share such Credit Information, Payment Information, and/or Personal Information, as applicable, with our third party affiliates. If you provide any information that is untrue, inaccurate, not current or incomplete, or Lovely has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Lovely has the right to suspend or terminate your account and refuse any and all current or future use of the Services and/or the Affiliate Services (or any portion thereof).

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(2) Personal Use. You agree to use the Services for your personal use. Your commercial use is limited to transactions done on your own behalf.

(3) Calls. The Services may provide phone numbers that can connect you with third parties, such as landlords, property management companies, real estate agents, mortgage brokers, and other service providers.

(4) If you use the Lovely App, you agree that it may automatically download and install updates from time to time from Lovely. These updates are designed to improve, enhance, and further develop the Lovely App and may take the form of bug fixes, enhanced functions, new software modules, and completely new versions. You agree to receive such updates (and permit Lovely to deliver these to you) as part of your use of the Lovely App.

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Atlanta, Georgia 30326

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Choice Of Law, Waiver, And Claims

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Terms of Use will not be deemed to be a waiver of such right or provision. If any provision of these Terms of Use 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 Terms of Use remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action either of us may have against the other arising out of or related to your use of the Services must be filed within one (1) year after such claim or cause of action arose or be forever barred.

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Except for any suit seeking injunctive relief, ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE SERVICES 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. YOU UNDERSTAND THAT THE FOREGOING ARBITRATION REQUIREMENT CONSTITUTES YOUR WAIVER OF THE RIGHT TO A TRIAL BY JURY. The arbitration must be conducted in Atlanta, Georgia, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. You agree that your unauthorized use of the Site, the Lovely App, the Services, the Site Content, or the App Content will cause injury to Lovely that cannot adequately be remedied by money damages, and that Lovely shall be entitled to preliminary or permanent injunctive relief to enjoin your unauthorized conduct, which shall be in addition to any other remedies available to Lovely at law or equity, through judicial proceedings or arbitration as set forth above. The parties to this Terms of Use agree that any such suit for such injunctive relief shall be brought in the state or federal courts located in Atlanta, Georgia. The parties expressly waive any objections to the personal jurisdiction or venue of such courts for the purpose of any such suit.

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The term of this Agreement shall commence on the date you access the Site or download the Lovely App and shall terminate as set forth herein. Either you or Lovely may terminate your right to use the Site or the Lovely App at any time, with or without cause, with or without notice. The sections regarding Intellectual Property Rights, Restrictions and Additional Terms, Use of the Lovely App, User Submitted Content, Accessibility, No Warranties, Indemnification, Waiver and Release, Limitation of Liability, Disclaimer of Responsibility for Third Party Content, Term

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Apple Terms

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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 Use, Apple will have the right (and will be deemed to have accepted the right) to enforce the rights under these Terms of Use 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 Use, you must comply with all applicable third-party agreements when using the App Store Sourced Application.

Entire Agreement

These Terms of Use, and the other policies, terms, guidelines and rules referenced herein, constitute the entire and exclusive agreement, and supersede and replace any prior agreements, between Lovely and you regarding the Site, the Lovely App, and the Services.

PRIVACY POLICY

(last updated March 30, 2015)

RentPath, LLC, operator of LiveLovely.com (“we”, “us”, “our” or “Lovely”), is committed to protecting your privacy. This policy describes the types of information Lovely gathers from users of the Lovely site at livelovely.com (the “Site”), through Lovely’s software, content and related documentation and information through its mobile application (the “Lovely App”), if applicable, and/or related services provided by Lovely (the Site and the Lovely App together, the “Services”) and how that information is used. Please read this policy carefully before you provide us with any Personal Information, Payment Information and/or Credit Information. Terms not defined herein shall have the meaning provided in Lovely’s Terms of Use, found [here](#). If you have questions about this policy, please email us at privacy@rentpath.com.

Information We Collect

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

We log your IP address in order to help diagnose problems with our server, administer the Site and track usage statistics. Your IP address may vary each time you visit, or it may be the same, depending on whether you access the Site through an always-on type of Internet connection (e.g., cable modem or DSL), or through a dial-up connection (e.g., AOL or Earthlink). Either way, it would be extremely difficult for us to identify you through your IP address, and we make no attempt to do so. If you reached the Site by clicking on a link or advertisement on another site, then we also log that information. This helps us maximize our Internet exposure, and understand our users’ interests. All of this information is collected and used only in the aggregate; that is, it is entered into our database, where we can use it to generate overall reports on our visitors, but not individual reports that identify you personally.

In addition, in order to access features of the Services, you will be required to provide certain information to Lovely, such as your first name, last name, home address, social security number, and answers to security questions (your “Credit Information”). For the purpose of using certain payment features, you may provide to Lovely financial information such as credit card or bank account numbers (“Payment Information”). Lovely may also request other information including such information as your first and last name, email address, job title, employer, location, gender, age, marital status, phone number, type of device through which you access the Site or Lovely App, and other personal and lifestyle information (your “Personal Information”). You may provide your Personal Information to Lovely by completing the required forms on the Site or Lovely App, or by allowing us to access your name and other profile information through existing accounts you may have on social networking services, or otherwise. **Lovely will not be responsible for any problems or liability related to inaccurate or incomplete Credit Information, Payment Information, and/or Personal Information, whether due to your failure to update such Credit Information, Payment Information, and/or Personal Information or otherwise.**

We also place a small text file known as a “cookie” on your computer’s hard drive. A cookie may contain information that allows us to track your path through the Site and to determine

whether you have visited us before. However, unless you register with us, it contains no personally identifiable information that would allow us to identify you. Cookies cannot be used to read data off of your hard drive, and cannot retrieve information from any other cookies created by other websites. We use cookies in this manner to help us understand how visitors use the Site, and to help us to improve the Site. You may refuse to accept a cookie from us by following the procedures specific to your Web browser. Although you may do so, you may find that your browser reacts strangely when visiting not only the Site, but other websites as well. Since cookies do not provide us with any information from which we can identify you, we suggest you allow us to place one on your computer.

We may use Web beacons on the Site or other sites and may permit third parties to place them on the Site to monitor the effectiveness of advertising or for other legitimate purposes. A Web beacon, also known as a “Web bug”, is a small, graphic image on a Web page, Web-based document or in an email message that is designed to allow the website owner or a third party to monitor who is visiting a site. Web beacons are often invisible to the user because they are typically very small (only 1-by-1 pixel) and the same color as the background of the Web page, document or email message. Web beacons are represented as HTML IMG tags in the Web page; users can click on “view profiles” of the Web page to see whether the page is using a Web beacon. Web beacons collect the IP address of the computer that the Web beacon is sent to, the URL of the page the Web beacon comes from and the time it was viewed. Web beacons can also be linked to personal information. For example, advertising networks use Web bugs to add information to a personal profile of what sites a person is visiting and to determine what banner ads to display based on the profile. Another use of Web bugs is to provide an independent accounting of how many people have visited a particular website. Web bugs are also used to gather statistics about Web browser usage at different places on the Internet.

We also give you the option to give us your email address and other information so we can send notifications of real estate listings to your email account, store listings you choose to save on the Site, log your search activity to display to you which listings you’ve viewed previously, and also to connect your account activity between the Site and Lovely App, if applicable.

Through the Site and Lovely App, you may choose to contact landlords or listing agents directly. If you do this, Lovely may provide your first name, last name, email address, phone number, and other Personal Information to such third parties. You may choose to attach additional Personal Information to emails you send through the Site.

How We Use the Information We Collect

We use the information we collect to help you:

- * find the most relevant information by organizing the Site and Lovely App optimally
- * communicate with third parties regarding listings available on the Site or through the Lovely App
- * make payments to third parties through the Site or the Lovely App, should you choose to do so

* send you relevant residential real estate-related listings via email (if you have not opted out of such communications), and via phone, text messaging, or push notification on your phone (only if you have consented to such communications)

* compare information for accuracy and verify it with third parties

You can control whether you receive such emails by following the instructions at the end of each email we send. Likewise, you can control whether you receive push notification by modifying your phone settings. You may also opt-out by sending an email to privacy@rentpath.com. We may also use the information you provide to allow us to contact you for administrative purposes; for example, to tell you about changes to our privacy policy. However, we do not contact users often.

While some browsers and mobile devices allow you to send a “Do Not Track” signal in the HTTP header, we do not change our practices in response to receiving these signals.

Disclosure of Information

Lovely does not rent or sell Personal Information, Payment Information, or Credit Information about you with other people or non-affiliated companies, except when we have your consent to do so, as necessary to complete a transaction you have requested, for marketing purposes (unless you have chosen not to receive such communications, in certain business transactions), and when required by law. We reserve the right to use in any manner and disclose any non-personal information that we collect including cookie and traffic data. We do not combine Personal Information with any of the non-personal information gathered on the Site or the Lovely App.

Logs, recordings, related Personal Information, and other information related to communications between you and third parties through the Services may be stored, maintained, and/or divulged to those third parties by Lovely on an individual basis or in the aggregate.

We may release Personal Information when we believe release is appropriate to comply with the law (e.g., a lawful subpoena, warrant or court order) or applicable regulations; to enforce or apply our policies; to initiate, render, bill, and collect for amounts owed to us; for risk assessment; to protect our rights or property or those of our other users, or to protect our users from fraudulent, abusive, or unlawful use of, the Site or Services; or if we reasonably believe that an emergency involving immediate danger of death or serious physical injury to any person requires disclosure of communications or justifies disclosure of records without delay.

We may use third party service providers to assist us with the administration of the Site, Lovely App or otherwise perform services on our behalf, including transaction processing and sending email. Such third parties may be supplied with or have access to certain portions or all of your Personal Information solely to provide services to us or on our behalf. Similarly, we occasionally hire consultants that may need access to our member database to perform their services for us.

Information about our users, the Site, and the Lovely App is a business asset of Lovely. Therefore, information about our users, including Personal Information, will be disclosed as part of any merger or acquisition; the creation of a separate business to provide the Site or Services or to operate a part of the Services; the 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.

Links to Other Sites

The Site contains links to other sites that are not owned or controlled by Lovely. Please be aware that Lovely is not responsible for the privacy practices of other sites. Please check the privacy policies of each third party site to learn about them.

Accessing and Modifying Your Information

You may access, modify, or delete your Credit Information and/or Payment Information, as applicable, and/or Personal Information from the Site and Lovely App by contacting privacy@rentpath.com or by deleting your account on the Site. Lovely does retain Personal Information and other information from closed accounts in order to comply with the law, prevent fraud, collect any fees owed, resolve disputes, troubleshoot problems, assist with any investigations, enforce our Terms of Use, and take other actions otherwise permitted by law.

Security

We use commercially reasonable security measures to protect the loss, misuse, and alteration of the information under our control. However, we cannot guarantee the protection of information against interception, misappropriation, misuse, or alteration or that your information may be not be disclosed or accessed by accidental circumstances or by the unauthorized acts of others. You should be aware that we have no control over the security of other sites on the Internet you might visit, interact with, or from which you buy products or services.

Minors

Lovely is 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 Services or contribute any information to us.

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.

Policy Changes

WE MAY MODIFY THIS PRIVACY POLICY AT ANY TIME, IN OUR SOLE DISCRETION, AND SUCH MODIFICATION SHALL BE EFFECTIVE IMMEDIATELY UPON EITHER POSTING OF THE MODIFIED PRIVACY POLICY ON THE SITE OR IN THE LOVELY APP OR UPON NOTIFYING YOU. YOU AGREE TO REVIEW THIS PRIVACY POLICY PERIODICALLY TO ENSURE THAT YOU ARE AWARE OF ANY MODIFICATIONS. YOUR CONTINUED ACCESS OR USE OF THE SITE, THE LOVELY

APP, AND/OR THE SERVICES SHALL BE DEEMED YOUR CONCLUSIVE ACCEPTANCE OF THE MODIFIED PRIVACY POLICY.

Contact Us

If you have any questions, please contact us by email at privacy@rentpath.com or at:

RentPath, LLC
Attn: General Counsel's Office – Privacy Policy Questions
950 E. Paces Ferry Road NE, Suite 2600
Atlanta, Georgia 30326

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, including but not limited to the “Information We Collect” and “Disclosure of Information” sections;
- 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 Website. We may also, either directly or through third party companies and individuals we engage to provide services to us, track your behavior on our own Website 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 Website except as described in our Privacy Policy, including but not limited to the following sections: “Information We Collect” and “Disclosure of Information.”