

## **TERMS OF SERVICE FOR SELF GUIDED TOURING**

THESE TERMS AND CONDITIONS (THE "TERMS") ARE A LEGAL CONTRACT BETWEEN YOU AND SMARTRENT TECHNOLOGIES, INC. (THE "COMPANY") AND THE PROPERTY OWNER AND THE PROPERTY MANAGER OF THE RESPECTIVE PROPERTY YOU ARE TOURING (THE "PROPERTY MANAGEMENT TEAM"). THE TERMS EXPLAIN HOW YOU ARE PERMITTED TO USE THE WEBSITE ON WHICH THESE TERMS ARE FOUND (THE "SITE") WHICH IS PROVIDED BY THE PROPERTY MANAGEMENT TEAM AND THE COMPANY AND THEIR LICENSORS AND THE SELF GUIDED TOURING SERVICES (THE "SERVICES") WHICH ARE PROVIDED BY THE PROPERTY MANAGEMENT TEAM. THE SERVICES ALLOW YOU TO TOUR THE PROPERTY (THE "PROPERTY") FOR THE PURPOSES OF YOU EVALUATING WHETHER OR NOT YOU WISH TO BECOME A RESIDENT AT SUCH PROPERTY. BY CLICKING THE "I ACCEPT" BUTTON BELOW AND USING THIS SITE, YOU ARE AGREEING TO ALL THE TERMS; IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, DO NOT ACCESS OR OTHERWISE USE THIS SITE, ANY SERVICES AVAILABLE THROUGH THIS SITE OR ANY INFORMATION CONTAINED ON THIS SITE.

### **Changes.**

The Company may make changes to the content offered on the Site at any time, and the Property Management Team may make changes to the Services at any time. The Company can change, update, or add or remove provisions of these Terms, at any time by posting the updated Terms on this Site and updating such posted Terms with the latest update date. By using this Site after the Company has updated the Terms, you are agreeing to all the updated Terms; if you do not agree with any of the updated Terms, you must stop using the Site and the Services.

### **General Use.**

By using this Site, you represent, acknowledge and agree that you are at least 18 years of age. If you are not at least 18 years old, you may not use the Site at any time or in any manner or submit any information to the Company or the Site.

The Company provides content through the Site and through the Services that is copyrighted and/or trademarked work of the Company or the Company's third-party licensors and suppliers or the Property Management Team (collectively, the "Materials"). Materials may include logos, graphics, video, images, informational fact sheets, and other content.

Subject to the terms and conditions of these Terms, and your compliance with these Terms, the Company hereby grants you a limited, personal, non-exclusive and non-transferable license to use and to display the Materials and to use this Site solely for your personal use. Except for the foregoing license, you have no other rights in the Site or any Materials and you may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Site or Materials in any manner.

If you breach any of these Terms, the above license will terminate automatically, and you must stop using any of the Materials.

### **Using the Services; Information Submitted Through The Site.**

In order to use the Services, you must provide the Company and the Property Management Team with certain information, including but not limited to your name, e-mail, phone number, government identification (such as a driver's license, passport, or other form of valid government identification), your current location, and a photograph of yourself ("Submissions"). You may provide Submissions directly by submitting them on the Site, or you may provide Submissions to the Property Management Team who will submit it to the Site on your behalf. You hereby grant to the Company and the Property Management Team a non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide license (including the right to sublicense through multiple tiers (including to subprocessors) to use, reproduce, process, adapt, publicly perform, publicly display, modify, prepare derivative works, publish, transmit and distribute your Submissions, or any portion thereof, in any form, medium or distribution method now known or hereafter existing, known or developed, and authorize others to use the Submissions in connection with the provision of the Services and for both the Company's and the Property Management Team's business purposes. We may modify or adapt your Submissions in order to transmit, display or distribute them over computer networks and in various media and/or make changes to the Submissions as necessary to conform and adapt them to any requirements or limitations of any networks, devices, services or media. The Submissions will be used by the Company in accordance with the Company's privacy policy which is available at <https://smartrent.com/privacy> (the "Privacy Policy"). Generally the Submissions will be used to allow you to access the Services, including to provide you with access to the residential unit and take a self-guided tour of the property; it will be used for the Property Manager's internal business purposes, such as ensuring the security of a residential unit before, during, and after your access thereto and contacting you regarding the rental of a residential unit; and will be used by the Company for its internal business purposes including improving the functionality of the Site. The Company reserves the right to delete your Submissions at any time without notice to you. You acknowledge and agree that certain third parties may be used to process your Submissions, and such third parties shall use and process your Submissions in accordance with their own terms and conditions. The Company expressly disclaims any and all liability for any acts or omissions of such third parties, as well as the Property Management Team's acts or omissions, related to their use or processing of your Submissions.

All Submissions that you provide must be accurate, complete and up to date.

### **Unauthorized Activities.**

When using this Site or the Services, you agree not to:

- Provide any false information or information not belonging to you
- Obscure your identity
- Commit any harmful or tortious act while on the property or using the Services

- Damage any property
- Harm any person
- Commit any unlawful acts

This list of prohibitions provides examples and is not complete or exclusive. The Company and the Property Management Team reserves the right to terminate access to this Site or use of the Services with or without cause and with or without notice, for any reason or no reason, or for any action that the Company or Property Management Team determines is inappropriate or disruptive to this Site, the Services, or anyone at the Property.

**The Company and the Property Management Team may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at the Company's and/or Property Management Team's discretion, the Company and the Property Management Team will cooperate with law enforcement agencies in any investigation of alleged illegal activity on this Site or during the use of the Services, including any activity undertaken while on the Property.**

You agree to indemnify and hold the Company and the Property Management Team and its and their officers, directors, employees, affiliates, agents, licensors, and business partners harmless from and against any and all costs, damages, liabilities, and expenses (including attorneys' fees and costs of defense) the Company or the Property Management Team or any other indemnified party suffers in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third-party that your use of this Site or the Services violates any applicable law or regulation, or the rights of any third party.

You are responsible for leaving the residential unit in the condition it was when you arrived. You are responsible for all acts and omissions taken during your use of the Services, as well as the acts and omissions of any individuals whom you allow to enter into the residential unit during your use of the Services (a "Guest"). You are solely liable for any damage you or any Guest causes to the residential unit.

**Proprietary Rights.**

SmartRent is a trademark of the Company in the United States. Other trademarks, names and logos on this Site are the property of their respective owners, including the Property Management Team.

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**Disclaimer of Warranties.**

Your use of this Site and/or the Services is at your own risk. You understand, warrant, and agree that the neither the Company nor the Property Management Team assume any responsibility, nor shall they be liable in any way for injuries, accidents, or illness(es) that may occur to you or your Guest(s) while on the Property, including but not limited to those injuries, accidents, or illness(es) caused by the negligence of another party. Furthermore, you covenant to not sue and you agree to indemnify and hold Company and the Property Management Team and its and their officers, directors, employees, affiliates, agents, licensors, and business partners harmless from and against any claim of damage due to an injury, accident or illness suffered by you, and/or Guest(s), arising out of or in connection with any use of the Services on the Property."

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**Limitation of Liability.**

THE COMPANY NOR THE PROPERTY MANAGEMENT TEAM SHALL BE LIABLE TO YOU FOR ANY DAMAGES RESULTING FROM YOUR DISPLAYING, COPYING, OR DOWNLOADING ANY MATERIALS TO OR FROM THIS SITE, OR YOUR USE OF

THE MATERIALS FOUND ON THIS SITE, ANY INFORMATION YOU MAY OBTAIN DURING YOUR USE OF THE SERVICES, OR YOUR USE OF THE SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY OR THE PROPERTY MANAGEMENT TEAM BE LIABLE TO YOU FOR ANY INDIRECT, EXTRAORDINARY, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) HOWEVER ARISING, EVEN IF THE COMPANY KNOWS THERE IS A POSSIBILITY OF SUCH DAMAGE. IN NO EVENT WILL COMPANY'S OR THE PROPERTY MANAGEMENT TEAM'S LIABILITY TO YOU EXCEED FIVE HUNDRED DOLLARS (\$500).

**Feedback.**

If you send or transmit any communications, comments, questions, suggestions, or related materials to the Company, whether by letter, email, telephone, or otherwise (collectively, "Feedback"), suggesting or recommending changes to the Site, any Services offered through the Site or Materials, including, without limitation, new features or functionality relating thereto, all such Feedback is, and will be treated as, non-confidential and non-proprietary. Except as prohibited by applicable law, you hereby assign all right, title, and interest in, and the Company is free to use, without any attribution or compensation to you, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. Where the foregoing assignment is prohibited by law, you hereby grant us an exclusive, transferable, worldwide, royalty-free, fully paid up license (including the right to sublicense) to use and exploit all Feedback as We may determine in our sole discretion. Notwithstanding the foregoing, you understand and agree that the Company is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and you have no right to compel such use, display, reproduction, or distribution.

**General.**

The Company prefers to advise you if we feel you are not complying with these Terms and to recommend any necessary corrective action. However, certain violations of these Terms, as determined by the Company and/or the Property Management Team, may result in immediate termination of your access to this Site or the Services without prior notice to you. Arizona state law and applicable U.S. federal law, without regard to the choice or conflicts of law provisions, will govern these Terms. Foreign laws do not apply. The United Nations on Contracts for the International Sale of Goods and any laws based on the Uniform Computer Information Transactions Act (UCITA) shall not apply to these Terms. Any disputes relating to these Terms or this Site or the Services will be heard in the courts located in Maricopa County in the State of Arizona. If any of these Terms is found to be inconsistent with applicable law, then such term shall be interpreted to reflect the intentions of the parties, and no other terms will be modified. The Company's or Property Management Team's failure to enforce any of these Terms is not a waiver of such term. These Terms are the entire agreement between you and the Company and the Property Management Team and supersede all prior or contemporaneous negotiations, discussions or agreements between you and the Company and the Property Management Team about this Site and the Services. The proprietary rights, disclaimer of warranties, representations made by you, indemnities, limitations of liability and general provisions shall survive any termination of these Terms.

**Contact Us.**

If you have any questions about these Terms or otherwise need to contact the Company for any reason, you can reach us at:

Phone: (844) 479-1555

Contact Us: Email: [info@smartrent.com](mailto:info@smartrent.com) Web: <https://smartrent.com/contact-us#contact>

Contact Sales: Email: [sales@smartrent.com](mailto:sales@smartrent.com) Web: <https://smartrent.com/contact-sales>

Contact Support Email: [support@smartrent.com](mailto:support@smartrent.com) Web <https://smartrent.com/contact-support#contact>.

If you have any questions about the Services or the Terms, or otherwise need to contact the Property Management Team for any reason, please reach out to a representative at the Property you are touring.