

## **Rookwood User Agreement**

*Last Modified: January 2017*

### 1. INTRODUCTION AND ACCEPTANCE

Welcome to the website of Rookwood Properties, Inc. ("Rookwood", "we" or "us"). This Rookwood User Agreement, together with any documents they expressly incorporate by reference, and any Additional Terms (as defined in Section 12) (collectively, this "Agreement") govern your access to and use of this website and any other website on which they are posted including any content, functionality, applications, and services offered on or through such website (individually and collectively, the "Services"), whether as a guest or a registered user. We own and operate this website and the Services for the benefit and convenience of the tenants of the various rental properties that we operate and manage, as identified on the website.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE YOU START TO USE THE SERVICES. BY USING THE SERVICES OR BY CLICKING TO ACCEPT OR AGREE TO THIS AGREEMENT WHEN THIS OPTION IS MADE AVAILABLE TO YOU, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THIS AGREEMENT AND OUR PRIVACY POLICY, FOUND AT <http://rookwoodproperties.com/about/privacy>, INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT WANT TO AGREE TO THIS AGREEMENT OR THE PRIVACY POLICY, YOU MUST NOT ACCESS OR USE THE SERVICES. THIS AGREEMENT MAY CHANGE FROM TIME TO TIME AS SET FORTH IN SECTION 12 BELOW.

### 2. ACCESS AND USE OF SERVICES; REGISTRATION

- (a) General. The Services may be used by prospective tenants to submit rental applications and by existing tenants to make rent payments. If you would like to use the Services to submit a rental application or make a rent payment, then you must be an individual, at least 18 years of age, able to form legally binding contracts under applicable law, and a resident of the United States with a United States mailing address. It is a condition of your use of the Services, and you represent and warrant, that all the information you provide to Rookwood is accurate and complete and, if such information changes, you will promptly update the relevant information.
- (b) Submitting a Rental Application. You may apply to rent an apartment by completing an online application with the information requested and submitting it to us.
- (c) Registration and Rental Payment Authorization. If you are a tenant of a residential property that Rookwood manages and would like to use the Services to pay your rent, then you must first register. To register, you will be asked to provide certain registration details and bank account information to setup an account and to authorize payment. You agree to protect and keep confidential all account information including without limitation your password. If you disclose your account information to any person or entity, you assume all risk of losses associated with such disclosure and are responsible for any account transactions, activities, or other uses. You

agree to notify us immediately at the [corpoffice@rookwoodproperties.com](mailto:corpoffice@rookwoodproperties.com) (as set forth in Section 15) of any unauthorized use (or attempted unauthorized use) of your account.

### 3. PAYMENTS

(a) Payment Services. By registering for the Services and initiating a payment request, you authorize Rookwood to cause to be electronically debited the deposit account that the you have provided to Rookwood as part of the registration process. You agree that you will not participate in any of the prohibited activities described in Section 6 below.

(b) Payment Ownership, Scheduling, and Disbursement. Your bank account will be debited on the same business day that you initiate payment with us. However, it may take up to 7 business days for your bank to process the payment and transfer funds from your account. Rookwood reserves the right to refuse to process any payment if we reasonably believe that your activity, or the transaction if processed, would result in you being in violation of this Agreement or in violation of applicable law. We will attempt to promptly notify you if we decline to process a payment except that we will have no obligation to notify you if we reasonably believe you have engaged in any prohibited activity listed in Section 6.

(c) Recurring Payments. You may authorize Rookwood to cause its payment processor to initiate recurring payments for your rental obligations based upon an agreed upon schedule which you may set up as part of your account registration process. Rookwood will cause these recurring payments to be made unless and until Rookwood receives and confirms your request for cancellation, and has had a reasonable time to act upon it.

(d) Payment Refund and Cancellation Policy.

(i) One-time payments made through the Services may not be cancelled. However, you may cancel a scheduled recurring payment (or payments), prior to the scheduled payment date if the payment has not yet been processed, by contacting the Rookwood Corporate Office at [corpoffice@rookwoodproperties.com](mailto:corpoffice@rookwoodproperties.com). If your payment is scheduled to be made on a holiday or non-business day, you must contact us on the business day prior to such payment date. If a payment has been finalized and/or credited to our account, you must follow the transaction dispute procedures of your financial institution.

(ii) If a funds transfer request initiated by Rookwood is declined due to insufficient funds, closed account, or any other reason, Rookwood will notify you by email or by hand delivery to your residence and, in such a case, insufficient funds fees or other transaction or service fees may apply. Additional penalties may apply in accordance with your rental agreement.

(iii) If you make a refund or cancellation request, transaction or service fees, and insufficient funds fees are not refundable.

(iv) Refund inquiries can be made by contacting us at the Rookwood Corporate Office as set forth in Section 15.

#### 4. INTELLECTUAL PROPERTY RIGHTS

The Services including, without limitation, our website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, and the design, selection and arrangement thereof), are owned by Rookwood and its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. You may not modify, copy, record, publish, transmit, distribute, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part without our written consent. If we provide social media features with certain content, you make take such actions as are enabled by such features.

#### 5. TRADEMARKS

The Rookwood trademark and all related names, logos, product and service names, designs and slogans are trademarks of Rookwood or its affiliates or licensors. You must not use such marks without the prior written permission of Rookwood. All other names, logos, product and service names, designs and slogans on this website are the trademarks of their respective owners.

#### 6. PROHIBITED ACTIVITIES

You may use the Services only for lawful purposes and in accordance with this Agreement. You agree not to use the Services:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries).
- To impersonate or attempt to impersonate another user or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by us, may harm Rookwood or users of the Services or expose them to liability.

Additionally, you agree not to:

- Use any payment source you are not authorized to use or engage in any fraudulent transaction.
- Manipulate or abuse the ACH payments process in any way.
- Use the Services for any unauthorized or illegal purpose.
- Access Rookwood from a country other than the United States.
- Use the Services in any manner that could disable, overburden, damage, or impair the website or interfere with any other party's use of the website or Services, including their ability to engage in real time activities through the website.

- Use any robot, spider or other automatic device, process or means to access the Services for any purpose, including monitoring or copying any of the material on the website.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Services the server on which our software or website is stored, or any server, computer or database connected to the Services.
- Attack the Services via a denial-of-service attack or a distributed denial-of-service attack or otherwise attempt to interfere with the proper working of the Services.

## 7. LIMITED WARRANTY; DISCLAIMER

(a) Limited Warranty. Rookwood represents and warrants that it will make commercially reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, are processed and paid in a timely manner, except that this warranty shall not apply to any failure to complete or delay in processing of any payment if:

- Your payment was rejected or returned, was unpaid due to insufficient funds or credit availability, or was not authorized for any reason;
- Rookwood's system was not working properly and you had knowledge of this fact and still used the system;
- A force majeure event occurred as described in Section 14(a);
- Rookwood reasonably suspected fraud and refused to process the payment;
- A processing error or delay in the ACH or any other processing system occurred; or
- Rookwood reasonably believed, in its sole judgment, that you engaged in any prohibited activities set forth in Section 6 or otherwise breached this Agreement.

(b) Rookwood shall not be liable for a breach of the limited warranty set forth above unless you give notice of the defective Services, reasonably described, to Rookwood within ten (10) days of the time when you discover or ought to have discovered that the Services were defective.

(c) Subject to Section 7(b), your sole remedy for any breach of the foregoing limited warranty shall be to correct the erroneous transaction and refund any service fees assessed by Rookwood.

8. **DISCLAIMER.** ROOKWOOD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER (INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE), AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, ROOKWOOD MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR ANY OTHER GOODS, SERVICES, TECHNOLOGIES, INFORMATION OR MATERIALS, OR ANY PRODUCTS OR RESULTS

OF THE USE OF ANY OF THEM, WILL MEET YOUR OR OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OTHER GOODS, SERVICES, TECHNOLOGIES, INFORMATION OR MATERIALS, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR-FREE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## 9. LIMITATION ON LIABILITY

(a) EACH USER AGREES TO THE MAXIMUM EXTENT PERMITTED BY LAW THAT IN NO EVENT WILL ROOKWOOD, ITS SUCCESSORS, AGENTS, AFFILIATES, BUSINESS PARTNERS, AND SERVICE PROVIDERS AND EACH OF THEIR OFFICERS, DIRECTORS, AND EMPLOYEES (COLLECTIVELY, THE "ROOKWOOD ENTITIES") BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, IN EACH CASE REGARDLESS OF WHETHER THE ROOKWOOD ENTITIES WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF THE ROOKWOOD ENTITIES EXCEED THE AMOUNT OF RENT PAID BY YOU TO ROOKWOOD IN THE ONE-MONTH PERIOD IMMEDIATELY PRECEDING YOUR CLAIM.

(c) THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## 10. MODIFYING OR CLOSING YOUR ACCOUNT

You may cancel your account by contacting the Rookwood Corporate Office as set forth in Section 15. If you have a pending payment, Rookwood will not close your account until you have cancelled that payment as set forth in Section 3(d) or that payment has been made. We have the right to cancel your account or disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any reason including if, in our opinion, we stop providing the Services, you have violated any provision of this Agreement, or you are no longer a tenant of a property that Rookwood manages; provided that However, if you have a recurring payment scheduled we will attempt to promptly notify you.

## 11. GEOGRAPHIC RESTRICTIONS

Rookwood is based in the State of Ohio in the United States and use of Services is limited to persons and entities as set forth in Section 2 above. Rookwood provides this website and the

Services for use only by persons or entities physically located in the United States. We make no claims that the Services, website or any of its content is accessible or appropriate for use outside of the United States. Access to the Services or website may not be legal by certain persons or in certain countries. If you access the Services or website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

## 12. ADDITIONAL TERMS; CHANGES TO THE AGREEMENT AND SERVICES

(a) We reserve the right at any time and for any reason, to modify or discontinue any aspect or feature of the Services or to modify this Agreement. In addition, we reserve the right to provide you with additional terms and conditions that may govern your use of the Services generally, unique parts of the Services, additional functionality or applications made available to you as part of the Services, or any or all of these (“Additional Terms”). Any such Additional Terms that we may provide to you will expressly reference this Agreement, will be effective upon notice, and be incorporated by reference into this Agreement. To the extent any Additional Terms directly conflict with this Agreement, the Additional Terms will control.

(b) Subject to the next paragraph, modifications to this Agreement will become effective three (3) days after posting on the website or, if we notify you by email or conventional mail, as stated in the email message or conventional mailing. Your access to and use of the Services or website after the effective date of any modification of this Agreement will signify your assent to and acceptance of the same. If you object to any subsequent revision to this Agreement, immediately discontinue use of the Services or website. All counteroffers to this Agreement (or amendments to the same) are categorically rejected.

(c) If a dispute arises out of or relates to the website or this Agreement including, without limitation, any Additional Terms or their breach (the “Dispute”), the parties agree that the Agreement in effect at the time the Dispute arose shall apply to the Dispute, including any amendments to the Agreement posted prior to the dispute arising. No amendment to the Agreement shall apply to any Dispute as to which we had notice prior to posting the amendment.

## 13. THIRD PARTY CONTENT AND LINKS

(a) We may provide third-party content through our website or Services. Any such third-party content represents the opinions and judgments of the third-party. We do not endorse, warrant and are not responsible for the accuracy, timeliness, completeness, or reliability of any opinion, advice, or statement that may be made in such third-party content and expressly disclaim any warranties with respect to the same.

(b) We may provide links to other websites maintained by third parties, including social media sites. We do not operate or control, in any respect, or necessarily endorse the content found on these third-party websites. You assume sole responsibility for your use of third-party links. We are not responsible for any content posted on third-party websites or liable to you for any loss or damage of any sort incurred as a result of your dealings with any third-party or their website.

#### 14. MISCELLANEOUS

(a) Force Majeure. Rookwood shall not be liable or responsible to you, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Rookwood including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of ten (10) days, you shall be entitled to give notice in writing to Rookwood to terminate this Agreement.

(b) Entire Agreement. This Agreement, any Additional Terms, and our Privacy Policy constitute the entire agreement between you and us with respect to your use of the Services, and supersede all previous written or oral agreements between the parties with respect to such subject matter. This Agreement is separate and distinct from your rental agreement and shall not be construed to modify it in any way.

(c) Governing Law and Jurisdiction. All matters relating to our website, the Services, this Agreement and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction). Any legal suit, action or proceeding arising out of, or related to our website, the Services, and/or this Agreement shall be instituted exclusively in the federal courts of the United States or the courts of the State of Ohio in each case located in the City of Cincinnati and County of Hamilton although we retain the right to bring any suit, action or proceeding against you for breach of this Agreement in your county of residence. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

(d) Waiver and Severability. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Agreement will continue in full force and effect.

(e) Assignment. You may not transfer or assign any rights or obligations you have under this Agreement without Rookwood's prior written consent. Rookwood reserves the right to transfer or assign this Agreement or any right or obligation under them at any time.

(f) Electronic Signatures. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement or on any Additional Terms or rental application are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or

logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures.

(g) Communications. You consent to receiving communications from Rookwood electronically. You agree that we have the right to communicate with you by email or by posting notices on this website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

## 15. CONTACTING US

All questions about your account, requests for support, feedback, comments, and other communications relating to the Services should be directed to the Rookwood Corporate Office at [corpoffice@rookwoodproperties.com](mailto:corpoffice@rookwoodproperties.com) or 1-513-469-6580.