

USER AGREEMENT

This User Agreement (“Agreement”) describes the terms and conditions that apply when You use services offered by YapStone, Inc. (“YapStone”). We are a Delaware company and our headquarters is at 2121 N. California Blvd, Suite 400, Walnut Creek, CA 94596. YapStone provides a technology platform and offers payment services (the “Services”) for long and short-term rents, deposits, and other rent-related expenses (collectively “Rent” or “Rents”). The Rent and the associated property is governed by the contract between the User (“You”, “Your”, or “Yourself”), and your property’s owner or manager who is a YapStone Client (“Participating Landlord”). By using the Services, providing Your information, or authorizing payment(s) described below, You agree to be bound by this User Agreement, the Terms of Use, and the Privacy Policy.

1. Payments Service.

- a. **General.** YapStone provides Services that enable Users to make payments of Rent through the channels authorized by their Participating Landlord, which may include: credit/debit card and eCheck payments (“Payment Instrument”) through the YapStone website or API (the “Website”), phone payments via YapStone’s call center operations, mobile application, and/or other channels. The Services may be provided by YapStone in conjunction with third-party service providers. You acknowledge and agree that (i) Your payments are transactions between You and Your Participating Landlord and not with YapStone or any of our affiliates; (ii) YapStone is a third-party payment facilitator operating on behalf of Your Participating Landlord and not a party to any transaction; (iii) You have been, are, and will remain responsible for Your actual payments to Your Participating Landlord including: authorizing each payment on time or setting up automatic payments (“AutoPay”); and (iv) providing valid, non-expired funding source(s). You will receive a confirmation from YapStone acknowledging the processing of Your payment.
- b. **eChecks/ACH Payments.** Where made available by your Participating Landlord, YapStone allows You to use Your bank account for electronic check (eCheck) payments online or over the phone. This Payment Method is also called ACH debit, as it uses the Automated Clearing-House network. Your completion of an eCheck payment constitutes your authorization to transfer the sum specified by You from Your bank account to the Participating Landlord. After authorizing an ACH debit or AutoPay, You will not be able to cancel the electronic transfer.

2. Participating Landlord.

You may only use the Services if authorized by your Participating Landlord. If Your Landlord terminates its agreement with YapStone, Your ability to use our Services terminates immediately.

3. Identity Information.

As a condition of Your ability to use the Services, You agree to provide true, accurate and complete information about Yourself and to keep such information up to date at all times. YapStone retains the right to terminate Your Access to the Services should

you fail to provide information when requested.

If YapStone has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, YapStone reserves the right to suspend or terminate its Services and refuse any and all current or future use thereof. You may not use the Services for any illegal purpose or in any manner inconsistent with the User Agreement and the Terms.

4. Consent.

You represent and warrant that you have the legal right and authority to utilize your Payment Instrument and authorize YapStone to debit such Payment Instrument in accordance with this User Agreement.

5. Amendment to the User Agreement .

- a. **Amendment of User Agreement Terms.** YapStone may amend this User Agreement at any time by providing thirty (30) day notice and notifying You either by email or by posting the amended Agreement on YapStone’s website, with the notice valid as of the date indicated in the email or website posting. Your continued access or use of our Services constitutes Your acceptance of the amended Agreement. If you disagree with this section or future amendments, you must contact Yapstone at CustomerService@Yapstone.com to cancel your account, which will also cancel your access to the Services. This User Agreement may not otherwise be amended except through mutual agreement by You and a YapStone representative who intends to amend this User Agreement and is duly authorized to agree to such an amendment.
- b. **Fees.** Any fees paid directly by You will be disclosed to You prior to processing Your payment. Fees are determined between Your Participating Landlord and YapStone. Fees may be changed at any time. If You have scheduled automatic payments (AutoPay) and the fee amount is changed, You will be directly or indirectly notified of the fee change in advance.

6. Payment Cancellation, Credit, Chargebacks, and Refunds.

Provided you contact YapStone before funds are sent to your Participating Landlord, YapStone reserves the right, in its sole discretion, to cancel, void, rescind, or issue a credit for any Rent payment made through the Services. If you wish to cancel a payment or a dispute arises after payment is sent to Your

Participating Landlord, you must contact your Landlord to receive a refund. Before contacting Your card issuer to file a chargeback, You should contact Your Participating Landlord to resolve Your issue in accordance with their cancellation or other policies.

7. Service Cancellation.

Either You or YapStone may cancel your access to the Services at any time. You may cancel the Services by calling 1- 866-289-5977 or by sending an e-mail to CustomerService@YapStone.com to request deactivation of the Services and any AutoPay. You will remain liable for all outstanding payments and fees due at the time of cancellation, as well as any fees or amounts related to transactions that are initiated prior to cancellation. Sections securing YapStone's rights shall survive any termination of the User Agreement, Terms of Use, and Privacy Policy.

8. Password and Security.

You will create a password when completing the sign up process. You are solely responsible for maintaining the confidentiality of Your password and restricting access to Your account, and are fully responsible for all activities occurring on Your account. You agree to notify YapStone immediately if You notice unauthorized use of Your password, unauthorized access to your Account, unauthorized access to Your information, or any other breach of security. YapStone cannot and will not be liable for any damage or loss arising from Your failure to comply with this Section.

9. Disclaimer & Limitation of Liability

YOUR USE OF THE SERVICES IS SUBJECT TO THE FOLLOWING: EXCEPT FOR ANY EXPRESS WARRANTIES, THE SERVICES (INCLUDING ALL CONTENT, SOFTWARE, DATA TRANSMISSION, FUNCTIONS, MATERIALS AND INFORMATION PROVIDED IN CONNECTION WITH OR ACCESSIBLE THROUGH THE SERVICES) ARE PROVIDED "AS IS" AND YAPSTONE, ITS AFFILIATES, AND ITS SUPPLIERS MAKE NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, REGARDING THE WEBSITE OR SERVICES PROVIDED HEREUNDER AND SPECIFICALLY DISCLAIM THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND AGAINST INFRINGEMENT, TO THE MAXIMUM EXTENT POSSIBLE BY LAW. REGARDLESS OF THE PREVIOUS PARAGRAPHS, OUR LIABILITY TO YOU OR ANY THIRD PARTY IS LIMITED TO THE GREATER OF (I) THE AMOUNT OF PAYMENTS IN DISPUTE NOT TO EXCEED THE TOTAL PAYMENTS YOU PAID TO US IN THE 1 MONTH PRIOR TO THE ACTION GIVING RISE TO THE LIABILITY, OR (II) \$100 USD.

10. Arbitration.

a. **Dispute Resolution.** If a dispute arises between You and YapStone, YapStone's goal is to quickly address Your concerns. All disputes may be reported to YapStone's legal team at Legal@YapStone.com, and YapStone will seek to

resolve the issue. Any disputes related to billing or fees must be raised within 90 days of the relevant transaction or are permanently waived.

- b. **Arbitration.** Any dispute arising between You and YapStone that cannot be resolved informally or by negotiation shall be finally resolved by binding arbitration administered by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules, including the AAA's Supplemental Procedures for Consumer-Related Disputes, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration will be conducted in the English language, before a single arbitrator, in the city of San Francisco, California. The arbitrator will decide the dispute in accordance with the substantive law of the state of California.
- c. **Opt-Out.** You can choose to reject this Agreement to Arbitrate ("Opt Out") by mailing YapStone a written Opt Out notice. For new YapStone customers, the Opt Out notice must be postmarked no later than 30 days after the date You accept this Agreement. The Opt Out notice must state that You do not agree to this Agreement to Arbitrate and must include Your name, address, phone number, and the email addresses provided at registration or on file with YapStone. You must sign the Opt Out notice for it to be effective. This procedure is the only way You can Opt Out of the Agreement to Arbitrate. If You Opt Out of the Agreement to Arbitrate, all other parts of this Agreement, including all other provisions of this Agreement will continue to apply.

11. Miscellaneous.

You acknowledge that YapStone has the right to change the content or technical specifications of any aspect of the Services at any time at YapStone's sole discretion. You further accept that any such changes may result in Your being unable to access the Services.

You further represent that You are at least eighteen (18) years old.

12. Entirety and Severability.

This User Agreement, including the Sign Up Information, contains the entire understanding between You and YapStone with respect to its subject matter, superseding all prior or contemporaneous representations, understandings, and any other oral or written agreements between the parties with respect to such subject matter. If any provision of the User Agreement, or the application thereof, is found invalid or unenforceable, that provision will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of this agreement will remain in full force.

13. Email Communications.

In consideration of Your use of our Services, You consent to receive emails from YapStone including its portfolio of products (including, but not limited to, RentPayment, RentPaymentNow, VacationRent Payment, StorageRentPayment, InnPayment, and DuesPayment). You have the right to opt out of the receipt of electronic marketing mail from us (as described in our Privacy Policy). However, to provide our Services we must send you administrative emails.

14. Contests and Giveaways.

By participating in any YapStone sponsored contest, giveaway, promotion, webinar, or other event, you agree to the specific terms thereof. YapStone reserves the right to modify any contest, giveaway, or promotion at any time.