

TERMS OF USE

Your use of the website www.imtresidential.com (the “Site”) and/or the Resident Kiosk™ service is subject to the following terms and conditions (the “Terms”). These Terms are made between the end user (“You” and “Your”) and IMT Residential (“IMT”) and applies to Your use of the Site and the Resident Kiosk™. Your use of the Site and/or the Resident Kiosk™ service constitutes acceptance of these Terms. These Terms are subject to changes made by IMT, at any time, effective upon notice to You, which notice shall be deemed to have been provided upon IMT’s posting of the current version of these Terms on the Site and the Resident Kiosk™. In addition, each time you submit a payment using the Site and/or the Resident Kiosk™ service, you will be required to accept the Terms that are in effect at the time of your payment.

Before You are eligible to use any services provided on the Site or via the Resident Kiosk™, including, without limitation, completing a rental application, paying for Your rent, sending or receiving emails on the Site, placing advertisements, setting up utilities or utilizing any other services provided by IMT on the Site or the Resident Kiosk™ (the “Services”), You must register with IMT and set up an account with IMT (“Account”).

Except with respect to collection of specific data required to determine unit occupancy within our online leasing process, IMT does not collect or maintain information on its website from those IMT knows are under 13, and IMT does not permit children under 13 years of age to become registered users. No part of the Site or the Resident Kiosk™ is intended to attract anyone under 13. By using the Site or the Resident Kiosk™, You represent that you are not under 13 years of age.

1. Scope of Use

You agree to use the Site and Services for personal and non-commercial purposes only and in a manner consistent with any and all applicable laws and regulations.

IMT may cancel Your Account or prohibit Your use of the Site and/or Services at any time without notice if IMT believes, in its sole and absolute discretion, that You have violated these Terms. IMT may also remove any information or communications posted by You on the Site if IMT believes, in its sole and absolute discretion, that You have violated these Terms.

2. Information Contained on the Site and/or through the Resident Kiosk™

The information contained on the Site and/or through the Resident Kiosk™ service is not guaranteed or represented to be complete, correct, or up-to-date, including but not limited to information regarding rental rates, unit availability, property neighborhood information, property features or amenities, available job opportunities and third party classified ads. You may not act or rely on any information on the Site or made available through the Resident Kiosk™ service, and You particularly should not make any investment or purchasing decisions based on any such information. You must independently verify the accuracy of all such information before acting or relying thereon or making any decisions in connection therewith. The information provided on the Site or through the Resident Kiosk™ service may be changed without notice at any time.

The Site and the Resident Kiosk™ service may contain technical inaccuracies and typographical errors, including but not limited to inaccuracies relating to pricing or availability applicable to your transaction, features or amenities per property, property neighborhood information and or open employment positions. IMT shall not assume responsibility or liability for any such inaccuracies, errors or omissions, and shall have no obligation to honor applications or information affected by such inaccuracies. IMT reserves the right to make changes, corrections, cancellations and/or improvements to the Site and the Resident Kiosk™ service, and to the products and programs described in such information, at any time without notice, including after confirmation of a transaction.

The information contained on the Site or available through the Resident Kiosk™ service does not necessarily reflect the opinions of IMT or any of its agents or representatives.

ALL INFORMATION PUBLISHED ON THE SITE AND/OR THROUGH THE RESIDENT KIOSK™ SERVICE IS NON-BINDING UPON IMT AND PROVIDED "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ACCURACY OR COMPLETENESS OF DATA AND/OR RESULTS.

3. Posting Information and Ads

The following rules apply when using the Site and/or the Resident Kiosk™ service, including but not limited to when You are posting information, sending emails or communications, or placing classified ads (the "Posted Information").

You may not defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others through use of the Site or the Resident Kiosk™.

You may not publish, post, advertise, distribute, disseminate, or upload any defamatory, infringing, obscene, indecent or unlawful material or information on or through the Site or the Resident Kiosk™.

You may not violate the privacy rights of others through use of the Site or the Resident Kiosk™.

Except and unless required for purposes of a transaction, any use or posting of such personal information of third parties is strictly prohibited by IMT.

Uploading or sending files that contain viruses, corrupted files, or any other similar software, code, or programs that may damage the operation of another's computer is strictly prohibited.

You may not delete or modify any author attributions, legal notices or proprietary designations or labels on any information that is published, posted, advertised, distributed, disseminated, or uploaded on the Site.

You may not falsify the content, origin or source of the Posted Information uploaded by you. You represent and warrant to IMT that all Posted Information uploaded by You will be complete and accurate.

You may not conduct or forward surveys, contests, chain letters, or commercial solicitations through the Site or the Resident Kiosk™.

You may not download any material or information published, posted, distributed, disseminated, or uploaded by another user that You know, or reasonably should know, cannot be legally distributed in such manner.

You may not probe, scan, or test the vulnerability of the Site, the Resident Kiosk™ application and/or any third party service or network, or any other network accessible via the Site or the Resident Kiosk™ service.

You may not use the Site or the Resident Kiosk™ service to obtain or seek to obtain any information or other materials or services not purposefully made available to you via the Site and/or the Resident Kiosk™ service, including but not limited to Account details, transaction information or other personal, confidential information of other users of the Site and/or the Resident Kiosk™ service.

You may not interfere with or compromise any security measures in the Site, the Resident Kiosk™ service and/or any third party service or network.

You may not take any action to discover, intercept, disrupt or otherwise interfere with any transactions of other users of the Site and/or the Resident Kiosk™ service.

You may not permit, enable or assist any other person or entity in doing anything restricted or prohibited by these Terms.

You acknowledge and agree that all Posted Information on the Site or the Resident Kiosk™ is public and not private communications.

You agree that IMT is not responsible for the contents or accuracy of any Posted Information from any third party, and that IMT is not responsible for any results or any transactions relating to or arising out of any Posted Information on the Site or through the Resident Kiosk™, or for the quality of any products, information, or other materials displayed, purchased, obtained, sold, or otherwise disposed of by You as a result of any classified advertisements or other communications facilities on the Site or through the Resident Kiosk™.

Remember that people can access the Site or the Resident Kiosk™ and post material of their choosing, including information that may be intentionally offensive, incorrect, or misleading. You further acknowledge that the Posted Information uploaded by other users is not endorsed by IMT, that such communications shall not be considered reviewed, screened, or approved by IMT, and that some people may find such communications to be offensive or inappropriate. You should use appropriate caution. You hereby agree that any reliance, action or inaction by You in connection with any such Posted Information on the Site and the Resident Kiosk™ is at Your sole risk.

You hereby represent and warrant that all information, communications and other materials (“Material”) You deliver to IMT or create, upload, store and/or send on or through the Site, the Resident Kiosk™, or any parts thereof, is Your originally created Material (or that You are otherwise authorized to use and provide it in the manner in which You are doing so) and that the Material does not infringe and will not infringe upon or violate in any way the copyright, common law right, or any other rights of any person, firm or corporation, nor does or will the materials, or any part thereof, violate any rights of privacy or right of publicity or constitute libel or defamation or otherwise violate or infringe upon any other lawful right of any person, firm or corporation. You further waive all moral rights, if any, associated with Your Material.

By publishing, posting, advertising distributing, disseminating, or uploading any Material to the Site or the Resident Kiosk™, other than Your Personal Information (defined below), You hereby grant to IMT a fully paid up, royalty free, worldwide and perpetual license to the Material and agree that IMT may in its discretion freely use, republish, make derivative works from, or sell that Material and anything derived therefrom for its exclusive benefit or for the benefit of others, without any compensation (financial or otherwise) or attribution to You. You hereby assign to IMT all rights, title and interest in all ideas, suggestions or comments You provide in connection with Your use of the Site and/or the Resident Kiosk™. For purposes of these Terms, “Personal Information” means your name and address, age or date of birth, your e-mail address, number of children, your occupation, employment information, telephone number, education, your social security number, real property purchased, leased, or rented, bank account number, credit or debit card number, bank or investment account, debit card, or credit card balance, payment history, and information pertaining to your creditworthiness, assets, income or liabilities.

4. Your Account

Your IMT Account is nonexclusive and nontransferable. It shall continue for an indefinite period of time until the Account is terminated by You or IMT. IMT may, in its complete and sole discretion, disable, suspend or terminate Your Account at any time with or without notice for any reason, including but not limited to if You fail to comply with these Terms. It is Your sole responsibility to keep your Account data current and accurate and to backup Your Account data to prevent a loss of data. IMT shall have no liability for the loss of Your Account data regardless of the cause of the loss.

You are responsible for all activities that occur under your Account, including without limitation, any breach of these Terms. Accordingly, you should not share your Account log-in information with any third party or allow any third party to access, share or use your Account.

You agree to immediately notify IMT if you believe there may be any unauthorized access or use of your Account, or any other security concern.

5. Rental Applications

Your submission of a rental application, and any confirmation of receipt of Your application via the Site or the Resident Kiosk™ service, does not constitute a binding legal agreement between you and IMT, nor does it guarantee any rental price, the amount of any required deposits and fees (including but not limited to the application fee), availability of any unit at the requested property, move-in dates or any other information, request, term or condition. All applications must be approved by IMT and confirmed by staff onsite at the property. If Your application is approved, the governing terms and conditions

shall be fully and completely set forth in a written lease, which must be accepted and executed by both You and IMT.

6. Operation of the Site and the Resident Kiosk™

The unavailability of the Site and/or the Resident Kiosk™, regardless of the reason, shall not extend the date upon which any rent or other payment is due or extend any deadline by which You are required to take some action. You agree that the Site and the Resident Kiosk™ are made available solely for convenience and that it is Your responsibility to ensure that any action You are required to take, including but not limited to the payment of rent, is timely.

The Site and/or the Resident Kiosk™ may have unexpected downtime or outages which may cause a loss of data You have provided and/or stored on the Site or the Resident Kiosk™. You agree that it is Your responsibility to maintain backup files of Your data and that IMT shall have no liability for any loss of Your data.

You understand and agree that although IMT may place notices on the Site and the Resident Kiosk™ from time to time regarding the possibility of adding extra features to the Site and the Resident Kiosk™. Such notices are in no way a guarantee to provide such features or services at any time.

7. Intellectual Property

IMT solely and exclusively owns all intellectual property and other rights, title and interest in and to the Site, the Resident Kiosk™ and Services, including, but not limited to, the IMT name, logo(s), trademarks, Site content, and the look and feel of the Site, the Resident Kiosk™ and all marketing and other business materials contained on the Site and the Resident Kiosk™. All content located on or provided through the Site and/or the Resident Kiosk™ is the sole and exclusive property of IMT and is protected by United States Federal Copyright and Trademark law. Unauthorized use of the content may violate copyright, trademark, patent, and/or other federal or foreign laws.

You agree (a) not to copy, transfer, assign, rent, resell, distribute or use Your Account, the Site and/or the Resident Kiosk™ other than as expressly authorized in these Terms, (b) not to remove any copyright notice, trademark notice, and/or other proprietary legend or indication of confidentiality set forth on or contained on the Site or the Resident Kiosk™, and (c) to refrain from using the Site or the Resident Kiosk™ for any other purpose other than as expressly authorized in these Terms.

You may not reverse engineer, decompile, recompile, precompile, disassemble, hack, port, or otherwise attempt to discover the source code, object code, or underlying structure of the Site, the Resident Kiosk™, or any software, documentation, or data related to IMT. You may not merge or modify any of the Site or the Resident Kiosk™, nor may You create derivative works or publishing of the Site or the Resident Kiosk™.

8. No Support

Nothing in these Terms shall obligate IMT to provide any technical support for the Site or the Resident Kiosk™. IMT may, but shall be under no obligation to, correct any defects in the Site and the Resident Kiosk™. You hereby agree to promptly report to IMT any defects You find in the Site and/or the Resident Kiosk™ to aid IMT in creating improved revisions of such items.

9. Third Party Links

The Site may contain links to websites operated by parties other than IMT. Such links are provided for Your reference only. IMT does not control outside websites, and is not responsible for their contents. IMT's inclusion of links to outside websites does not imply any endorsement of the material on the websites or any sponsorship, affiliation, or association with their owners, operators, or sponsors, nor does IMT's inclusion of the links imply that IMT is authorized to use any trade name, trademark, logo, legal or official seal, or copyrighted symbol appearing on the linked website.

10. Privacy Policy

The use and disclosure of information, including Personal Information, collected on the Site and/or through the Resident Kiosk™ is governed by IMT's Privacy Policy, which is incorporated by this reference. By accepting and agreeing to these Terms, you are acknowledging that you have read and agree to the terms of our Privacy Policy.

11. Disclaimer of Warranties

To the maximum extent permitted by applicable law, IMT provides its Site, the Resident Kiosk™ and the information contained therein, the Services and support services (if any) "AS IS AND WITH ALL FAULTS," and hereby disclaims all warranties and conditions, either express, implied or statutory, including, but not limited to, any implied warranties or conditions of merchantability, of fitness for a particular purpose, of non-infringement, of lack of viruses, of accuracy or completeness of data, of results, of ability to achieve a particular result, of defect or error correction, of ability to execute uninterrupted or error-free, of compatibility with any particular platform, and of lack of negligence or lack of workmanlike effort, and the provision of or failure to provide support services. THE ENTIRE RISK AS TO THE USE, QUALITY OF OR PERFORMANCE OF THE SITE, the Resident Kiosk™ AND/OR SERVICES REMAINS WITH YOU. Specifically, and without limiting the foregoing, You acknowledge that IMT has not made any representations or warranties with respect to the Site or the functionality thereof.

12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT SHALL IMT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, THIRD PARTIES OR AFFILIATES (THE "IMT PARTIES") BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR SIMILAR DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUES OR SALES OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SITE, the Resident Kiosk™ OR SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THESE TERMS, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF IMT PARTIES, AND EVEN IF THE IMT PARTIES HAVE BEEN ADVISED OR SHOULD KNOW OF THE POSSIBILITY OF SUCH DAMAGES.

13. Indemnity

You hereby agree to indemnify, protect, defend and hold harmless IMT Parties from and against any and all claims, demands, causes of action, costs, losses and expenses (including without limitation, reasonable attorneys' fees) arising out of or relating to Your use of the Site, the Resident Kiosk™ or Services, including, without limitation: (a) Your breach of these Terms, (b) Your activities in connection with the use of the Site, the Resident Kiosk™ and or Services, and/or (c) that any Posted Information that You transmit violates the law, infringes upon the privacy rights of any third party, is fraudulent or misleading, violates copyright, trademark, trade secret or other proprietary rights of any third party, or is alleged to do any of the foregoing.

14. Anti-Spam Policy

You shall not use the Site or the Resident Kiosk™, in whole or in part, in any way, for the purpose of composing and/or sending unsolicited e-mail, chain letters, junk electronic mail, or any other purpose that involves the utilization of distribution lists to any third party business or individual that has not given express specific permission to be included in such a distribution list. Any electronic mail advertisement that is composed and addressed to a third-party recipient with whom You do not have an existing business, commercial or personal relationship and which is not sent at the express request or consent of the recipient to receive such a message from You is strictly prohibited (hereinafter referred to as "Spamming"). IMT reserves the right to immediately terminate Your Account if You use the Site, the Resident Kiosk™ or Services, in whole or in part, for Spamming purposes, and IMT reserves the right to seek appropriate legal action as necessary for any such violation.

15. Digital Millennium Copyright Act Notice

The Digital Millennium Copyright Act (DMCA) provides recourse to copyright owners who believe that their rights under the United States Copyright Act have been infringed by acts of third parties over the Internet. If you believe that your copyrighted work has been copied without your authorization and is available on this Site or the Resident Kiosk™ service in a

way that may constitute copyright infringement, you may provide notice of your claim to IMT's designated agent listed below. For your notice to be effective, it must be in writing and include the following information: (1) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (2) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (3) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit IMT to locate the material; (4) Information reasonably sufficient to permit IMT to contact the complaining party, such as address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted; (5) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (6) A statement that the information in the notification is accurate and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

IMT reviews each notification for accuracy and completeness. Upon review of the notice, IMT may remove or disable access to the allegedly infringing content. If we do so, we will also attempt to contact the affected user and provide the affected user with a copy of the infringement notification. The user will be given the opportunity to dispute the claim of infringement.

If you have received a copyright notification from IMT, and you believe that the material reported in the copyright notification was misidentified or removed in error, you have the right to file a counter-notice challenging the claim. That counter notice must be in writing and include the following information: (1) Your physical or electronic signature (2) Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled; (3) A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification; and (4) Your name, address, telephone number and e-mail address, and a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which the address is located, or if your address is outside of the United States, for any judicial district in which IMT may be found, and that you will accept service of process from the person who provided notification under 15 U.S.C. § 512(c)(1)(C) or an agent of such person.

Upon receipt of a counter-notice substantially complying with the above requirements, IMT will promptly notify the original complainant and provide a copy of the counter-notice. IMT will replace or re-enable access to the allegedly infringing material within ten (10) business days following receipt of the counter-notice, unless its designated agent first receives notice from the original complainant that such person has filed an action seeking a court order to restrain the subscriber from engaging in infringing activity relating to the material on IMT's system or network.

IMT Residential's designated agent is:

Kathleen Wolf
IMT Residential
15303 Ventura Blvd, Suite 200
Sherman Oaks CA 91403
Phone: (818) 784-4700
Email: kathleen.wolf@imtresidential.com

Alternatively, notification may be provided by Fax at 818-784-4788. On the cover sheet, please state whether the communication is a DMCA Notification or DMCA Counter-Notification.

16. Employment Information

IMT may make information regarding employment opportunities with IMT available through the Site and/or the Resident Kiosk™. This information is subject to all of the disclaimers regarding information in these Terms. Its accuracy is not guaranteed by IMT. IMT is an equal opportunity employer. IMT provides equal employment opportunity to qualified persons without regard to race, color, religion, sex, sexual orientation, national origin, age, veteran status, disability or other protected status. IMT's policy relates to all phases of employment including recruitment, placement, promotion, training, demotion, transfer, layoff, recall and termination, rates of pay, employee benefits, and participation in all company

-sponsored employee activities.

17. Fair Housing

IT IS ILLEGAL TO DISCRIMINATE AGAINST ANY PERSON BECAUSE OF RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS (“Familial Status” means one or more individuals under 18 living with either a parent or other person having custody, and also applies to any person who is pregnant or in the process of securing custody), OR NATIONAL ORIGIN, TO ADVERTISE ANY PREFERENCE, LIMITATION, OR DISCRIMINATION BASED ON ANY OF THE FOREGOING, OR TO ADVERTISE ANY INTENTION TO MAKE ANY SUCH PREFERENCE, LIMITATION, OR DISCRIMINATION.

18. General

IMT’s delay or failure to require or enforce strict performance by User of any provision of these Terms or to exercise any right under them shall not be construed as a waiver or relinquishment of IMT's right to assert or rely upon any such provision or right in that or any other instance.

The provisions of these Terms severable. If for any reason any provision of these Terms is held invalid or unenforceable in whole or in part by any court of competent jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner and without affecting the remaining provisions hereof, which shall continue to be in full force and effect.

These Terms will remain in full force and effect while You use the Site, the Resident Kiosk™ and/or Services and/or have an Account. Even after Your Account is terminated, these Terms will remain in effect.

These Terms are governed by the laws of the State of California without regard to its conflict of law provisions. You agree and submit to personal jurisdiction by the state and federal courts of the State of California, County of Los Angeles in connection with any dispute arising out of or related to these Terms. You further agree that any lawsuit to enforce, to interpret or to remedy any breach of these Terms must be filed in the state or federal courts located in Los Angeles County, California.

For further information or to contact us with questions, concerns, or comments, you may write, call, fax, or e-mail us as follows:

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