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GENERAL:

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The Terms constitute a legally binding agreement between User and RLS. You are not authorized to use this Site unless you are at least 18 and able to enter into legally binding contracts. We do not knowingly collect the information of anyone under the age of 18. Our services may only be used by Users who can form legally binding contracts under applicable law. If you are registering as a business entity, you represent that you have the authority to bind the entity to these Terms.

Your agreement to abide by these Terms, the Privacy Policy and any other terms posted on any Site, with respect to any Site you use, is between you and the entity listed above operating such Site.

Our relationship is that of independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relations is intended or created by these Terms or your use of the Site.

Please make a copy of these Terms for your records by printing and/or saving a downloaded copy of the Terms on your personal computer.

SITE:

RLS offers tools for online Leasing, screening, communication, and maintenance requests. Such tools are used at the User's discretion and risk. All notices and related documents are provided as examples of said documents. RLS is not, by making these tools available, advising any User to implement these tools. Rogues Landlord Services is not legal counsel and, not being such, cannot recommend any implementation of the tools. Whether documents and notices are generic or tailored to any specific geographical boundary, all Users should consult an attorney before utilizing any documents or providing any notices, to ensure Users are in compliance with all laws and codes and operating within the requirements of Landlord Tenant covenances for your area.

This Site could include inaccuracies or typographical errors. While the materials on this Site and the information contained within this Site are periodically updated, they do not constitute legal advice and are not guaranteed to be correct, complete, or up-to-date. The articles and information on this Site are provided as is without warranty of any kind, either express or implied.

While some of the information on this site is about code and legal compliance issues, it is not intended as legal advice or as a substitute for the particularized advice of your own counsel. ANYONE SEEKING LEGAL ADVICE OR ASSISTANCE SHOULD RETAIN AN ATTORNEY.

Some links within the Rogues Landlord Services Site may lead to other sites providing information on codes and other legal components of renting your property. Our Site does not incorporate any materials appearing in such linked sites by reference. These links to Third-Party sites or information are not intended as, and should not be interpreted by you as, constituting or implying our endorsement, sponsorship, or recommendation of the Third-Party information, products, or services found there. We do not maintain or control these sites and accordingly make no guarantee concerning the accuracy, reliability, or currency of the information found there.

Rogues Landlord Services is not a party to any rental agreement or other transaction between Users of the Site and any other users or Third-Parties. We do not own or manage, nor can we contract for, any rental property listed on a Site or properties tracked, stored or otherwise managed on the Site. RLS is not responsible for any misuse or wrongful dealings with each other. The Site is a conduit and is not to be held responsible for the actions of its Users. Liability and enforcement of any agreements facilitated through the tools are left to the Users and Tenants individually and solely.

Rogues Landlord Services assumes no liability or obligation to take any measures or actions to warn Users of possible violations of laws, codes, rules, regulations, ordinances, or standard practices. When we provide warnings or messages to Users about any such activity, we do not warrant that such messages are accurate or that such messages will reach any or all Users they should have reached in a timely manner or at all or that such messages or measures will prevent any harm or otherwise have any impact.

Use of the Site does not give User ownership of any intellectual property rights in the Site or any content posted on the Site. You own what you post on the Site (unless you copied it from someone else) but you grant us a license to copy, host, display, create derivative works from, publish, publicly perform, display, and distribute, and otherwise make use of in connection with providing the Site, all information and content you post, in perpetuity. By posting on the Site, you authorize RLS to syndicate any such posts and grant sublicenses to applicable third parties as necessary to facilitate such syndication.

Users agree that they are responsible for, and agree to abide by, all laws, rules and regulations applicable to their use of the Site, their use of any tool, service or product offered on the Site and any transaction they enter into on the Site or in connection with their use of the Site.

Users further agree that they are responsible for and agree to abide by all laws, rules and regulations applicable to the listing of their rental, screening of Tenants, or any other action facilitated by this Site, and the conduct of their rental business, including but not limited to any and all laws, rules, regulations or other requirements relating to taxes, credit cards, data and privacy, permits or license requirements, zoning ordinances, safety compliance and compliance with all anti-discrimination and fair housing laws, as applicable.

All Users also consent to allow the Site and its approved staff to review any and all data in connection to fraudulent activity. In the event fraud is suspected, the User's account will be frozen and risk being deactivated. Local and federal authorities may be contacted and prosecution may result.

UNAUTHORIZED USE OF SITE:

The license to use the Site only extends to the uses expressly described herein. The license to use the site granted to Users in these Terms does not include any right of collection, aggregation, copying, scraping, duplicating, displaying or derivative use of the Site, nor any right of use of data mining, robots, spiders or similar data gathering and extraction tools without our prior written permission; provided, however, that a limited exception from the foregoing exclusion is provided to general purpose internet search engines that use tools to gather information for the sole purpose of displaying hyperlinks to the Site, provided they each do so from a stable IP address or range of IP addresses using an easily identifiable agent and comply with our robots.txt file. "General purpose internet search engines" do not include a website or search engine or

another service that provides classified listings or property rental advertisements, or any subset of the same or which is in the business of providing property rental services or other services that compete with us.

Unauthorized uses of the Site also include, without limitation, those listed below. You agree not to do any of the following, unless otherwise previously specifically agreed to by us:

- Any commercial use (other than by Users with a fully paid up subscription in good standing (a “valid subscription);
- Any use of the Site or the tools and services on the Site for the purpose of leasing or soliciting a rental for a property without a fully paid up subscription in good standing (a “valid subscription);
- Copy, reproduce, upload, post, display, republish, distribute, or transmit any part of the content in any form whatsoever;
- Reproduce any portion of the Site on your website or otherwise, using any device including, but not limited to, use of a frame or border environment around the Site, or other framing technique to enclose any portion or aspect of the Site, or mirror or replicate any portion of the Site;
- Deep-link to any portion of the Site without our express written permission;
- Modify, translate into any language or computer language, or create derivative works from, any content or any part of the Site;
- Reverse engineer any part of the Site;
- Sell, offer for sale, transfer, or license any portion of the Site in any form to any Third-Parties;
- Use any robot, spider, scraper, another automatic device, or manual process to monitor, copy, or keep a database copy of the content or any portion of the Site;
- Use the Site and its inquiry functionality other than to advertise and/or research rentals, to make legitimate inquiries to our members or any other use expressly authorized on the Site;
- Use the Site or post or transmit information that is in any way false, fraudulent, or misleading, including making any reservation or inquiry under false pretenses, or taking any action that may be considered phishing or that would give rise to criminal or civil liability;
- Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, indecent, inflammatory, sexually explicit, pornographic or profane material;
- Violate, plagiarize or infringe the rights of us or third parties including, without limitation, copyright, trademark, patent, trade secrets, rights of publicity or privacy or any other intellectual or proprietary rights; or
- Use or access the Site in any way that, in our sole discretion, adversely affects or could adversely affect the performance or function of the Site or any other system used by us or the Site.

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IDENTITY VERIFICATION:

Rogues Landlord Services does not assume any responsibility for, the confirmation of each User's purported identity. Users agree to keep your password and online ID secure and strictly confidential. If we suspect any unauthorized access to your account, upon our request, you agree to promptly change your ID and password and take any other related activities as we may reasonably request. If you fail to adequately safeguard such information, you are responsible for any and all transactions that the person performs while using your account with us or your email account, even those transactions that are fraudulent or that you did

EACH USER ACKNOWLEDGES AND AGREES THAT: (1) NEITHER ROGUES LANDLORD SERVICES NOR ANY OF ITS AFFILIATES WILL HAVE ANY LIABILITY TO ANY USER FOR ANY UNAUTHORIZED TRANSACTION MADE USING ANY USER'S ID OR PASSWORD; AND (2) THE UNAUTHORIZED USE OF YOUR ONLINE ID AND PASSWORD FOR YOUR ACCOUNT COULD CAUSE YOU TO INCUR LIABILITY TO BOTH ROGUES LANDLORD SERVICES AND OTHER USERS.

USER-CONTRIBUTED CONTENT:

We may remove user contributed content if it is brought to our attention, such as by notice given to us by a User or any third party that any part of these Terms, or any other requirements governing the posting of such content, has/have been apparently breached in respect of such content, as determined by our consent. User represents and warrants that the user owns or otherwise controls and have all legal rights to the user's submission and the name or other identifier used in connection with such submission including, but not limited to, all the rights necessary to provide, post, upload, input or submit the user contributed content. By submitting or authorizing User contributed content, you grant to us and our affiliates a perpetual, worldwide, irrevocable, unrestricted, non-exclusive, royalty-free and fully paid-up license to use, copy, license, sublicense (through multiple tiers), adapt, distribute, display, publicly perform, reproduce, transmit, modify, edit and otherwise exploit the copy, the photographs and the likenesses (if any) of any of your user contributed content, in connection with our business or the business of our affiliates.

You further grant us and our affiliates the ability to copyright and protect the User contributed content, including the images, copy, and content, from the unauthorized use by unaffiliated third parties who may, from time to time, attempt to pirate such information via electronic or other means. In the event that it is determined that you retain any rights of attribution, integrity or any other moral rights in any user contributed content, you hereby declare that you do not require that any personally identifying information be used in connection with the User contributed content or any derivative works thereof and that you have no objection to the publication, use, modification, deletion or exploitation of the user contributed content by us or our affiliates.

Finally, we reserve the right, but do not assume the obligation, to edit a User's content or user contributed content in a non-substantive manner solely to cause the content to comply with our content guidelines or formatting.

At a minimum, User contributed content must (as determined by us in our discretion):

- not infringe anyone's rights, violate the law or otherwise be inappropriate;
- not include personal information of another that can be used to identify or contact any person;
- not include unsolicited promotional content, advertising, political campaigns, contests, raffles or solicitations;
- be directly related to the Site, business service, product or forum where the content is submitted;
- not be obscene, abusive, discriminatory or illegal content; or
- not be false or misleading.

UNSOLICITED IDEAS:

If a User submit an ideas or suggestion pertaining to our business, such as ideas for new or improved products or technologies, website or tool enhancements, processes, materials, marketing plans or new product names, we are under no obligation to review or consider them. If you choose to submit any ideas, original creative artwork, suggestions or other works ("Feedback") in any form to us, then regardless of what you say, write or provide to us in connection with your submissions, the following terms shall apply.

If you provide any submissions to us, you agree that: (1) your submission and its contents will automatically become the property of Rogues Landlord Services, without any compensation to you. There is no obligation to review any submission and there is no obligation to keep any submission confidential.

THIRD-PARTY RENTAL LISTING:

Rogues Landlord Services provides tools for posting rentals to unlimited Third-Party rental listing sites. All property listings are the sole responsibility of the User (who may be the owner or a property manager or duly authorized property manager or agent of the owner) and we specifically disclaim any and all liability arising from the alleged accuracy of the listings, reviews, or any alleged breaches of contract on a User's part. We assume no responsibility to verify property listing content or the accuracy of the location. Users are solely responsible for ensuring the accuracy of all content and agree to promptly correct (or contact us to correct) any inaccuracy.

THE SERVICE IS PROVIDED "AS-IS" WITHOUT PROMISES OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY OCCURANCES, LOSSES, LEGALITIES, HARM, ARISING FROM THE POSTING OF A PROPERTY ON THIRD-PARTY SITE BY MEANS OF OUR SITE.

Photographs should depict the rental as the main subject of the photograph and may not include children or adults if you do not have their legal consent or any information that would violate the privacy rights, intellectual property rights or any other rights of a third party. It is User's responsibility to obtain reproduction permission for all photographic and other material used in its listings. The User warrants that it is the owner of the copyright in such material or is authorized by the owner thereof to grant to us the rights therein contained and agrees to provide any proof of such rights to us that we may request.

LINKS TO THIRD-PARTY SITES:

This Site contains links and pointers to other Internet sites, resources, and services. Links to and from the Site to other Third-Party sites, maintained by Third-Parties, do not constitute an endorsement by us of any Third-Parties, the Third-Party sites or the contents thereof. We may also provide tools to allow interaction between the Site and a Third-Party site. We are not responsible in any way for Third-Party sites or resources and your use of such sites and resources will not be governed by these Terms. Please refer to links below for Terms and Condition of Third-Party sites.

Any disputes should be taken up with the third-party. Third-Party vendors include, but are not limited to:

- Stripe
- Transunion SmartMove
- all third-party rental listing sites
- all maintenance contractors
- all Third-Party entities providing investment services
- all Third-Party resource sites
- all Third-Party form sites

IN THE EVENT THAT YOU HAVE A DISPUTE WITH ONE OR MORE THIRD-PARTY PROVIDER OR ANY THIRD-PARTY WEBSITE THAT MAY BE LINKED TO OR FROM OR OTHERWISE INTERACT WITH THE SITE, YOU HEREBY AGREE TO RELEASE, REMISE AND FOREVER DISCHARGE ROGUES LANDLORD SERVICES, ITS AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, AND ALL OTHER RELATED PERSONS OR ENTITIES FROM ANY AND ALL MANNER OF RIGHTS, CLAIMS, COMPLAINTS, DEMANDS, CAUSES OF ACTION, PROCEEDINGS, LIABILITIES, OBLIGATIONS, LEGAL FEES, COSTS, AND DISBURSEMENTS OF ANY NATURE WHATSOEVER, WHETHER KNOWN OR UNKNOWN, WHICH NOW OR HEREAFTER ARISE FROM, RELATE TO, OR ARE CONNECTED WITH SUCH DISPUTE AND/OR YOUR USE OF THE SITE.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

DOCUMENTS / FORMS:

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VENDORS/SERVICE PROVIDERS:

The Site provides access to Third-Party vendors and service providers. Users are to investigate and consider carefully any available products on the Site and being available does not act as an endorsement by Rogues Landlord Services.

THE SERVICE IS PROVIDED "AS-IS" WITHOUT PROMISES OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY OCCURANCES, LOSSES, LEGALITIES, HARM, ARISING FROM USE OF THIRD-PARTY VENDORS or SERVICE PROVIDERS. REQUEST TERMS AND CONDITIONS FROM THIRD-PARTY PROVIDERS.

RLS is not responsible nor liable to Users or Third-Party providers for any fees charged to Users by the Third-Party. RLS acts as a facilitator in open communication between Users and Third-Party providers. We are not a party to any contracted or non-contracted services, arrangements, or agreements. Third-Party vendors are solely responsible for collecting any monies due from User for services provided by the Third-Party. User's remedies are solely with the Third-Party provider.

MAINTENANCE:

This Site offers a maintenance option at certain Tier levels. Rogues Landlord Services facilitates the creation of the Tenant log-in to the maintenance portal for purposes of reporting issues and allowing for service to be scheduled. User, by providing Tenant information for the purposes of creating the Tenant log-in, provide permission for maintenance to speak with the Tenants and contractors on User's behalf, for purposes of documenting the issue, arranging for quotes and/or service as needed, and billing.

User acknowledges that Third-Party service providers may be given Tenant and User contact info for purposes of scheduling and billing. With Maintenance *Option 1* provided by us, no billing and payments pass through Rogues Landlord Services. With *Option 2*, billing and payments pass through Rogues Landlord Services, with Segue LLC as the Maintenance Contractor. User grants the ability to contract services up to \$500 without quotes or prior approval. User understands Rogues Landlord Services DOES NOT perform an inspection of work needed or repairs provided. We require photos from all contractors showing before and after work, prior to payment being rendered. We cannot verify documentation.

User acknowledges that you will be required to deposit a \$500 retainer into a maintenance account, to be used towards maintenance repairs, with timely replenishment when the retainer is used to pay service providers.

Rogues Landlord Services retains the right to refuse to schedule repairs if funds are not present to cover service quotes/expectations.

User acknowledges that many contractors require a credit card number to start work in a non-owner-occupied unit. User acknowledges that RLS has the option to refuse facilitation if you do not want to provide that information directly to a contractor.

Upon cancelation of full maintenance services, the subscription will continue until the end of the term, at which time any remaining retainer will be returned to User.

User acknowledges that Rogues Landlord Services cannot be held responsible for services contracted from outside providers and are acting as a facilitator only, with limitations set at time of subscription. Said limitations will be adhered to, to the extent that codes and laws permit. If RLS has knowledge of a situation that can result in harm to Tenant or property, RLS reserves the right to schedule maintenance outside if the terms set herein. User is responsible for all charges, having hereto agreed to emergency services. RLS agrees to ensure that emergency costs are kept reasonable and liability for said costs extends only in as much as it can be demonstrated by User that services were contracted at a rate 20% OR MORE higher than median emergency service rates in the specific geographical area for the specific service rendered. Failure to make timely payment can result in the filing of liens on your property by contractors and Rogues Landlord Services.

Rogues Landlord Services will provide a year-end statement of the maintenance account activity. Request for a statement can be made to maintenance@roguespm.com.

THE SERVICE IS PROVIDED "AS-IS" WITHOUT PROMISES OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY OCCURANCES, LOSSES, LEGALITIES, HARM, ARISING FROM THE USE OF MAINTENANCE FACILITATING BY MEANS OF OUR SITE. IN THE EVENT THAT YOU HAVE A DISPUTE WITH SERVICE PROVIDER, YOU HEREBY AGREE TO RELEASE, REMISE AND FOREVER DISCHARGE ROGUES LANDLORD SERVICES, ITS AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, AND ALL OTHER RELATED PERSONS OR ENTITIES FROM ANY AND ALL MANNER OF RIGHTS, CLAIMS, COMPLAINTS, DEMANDS, CAUSES OF ACTION, PROCEEDINGS, LIABILITIES, OBLIGATIONS, LEGAL FEES, COSTS, AND DISBURSEMENTS OF ANY NATURE WHATSOEVER, WHETHER KNOWN OR UNKNOWN, WHICH NOW OR HEREAFTER ARISE FROM, RELATE TO, OR ARE CONNECTED WITH SUCH DISPUTE AND/OR YOUR USE OF THE SITE.

TENANT SCREENING:

Landlords use the screening services at their own risk. and applicants, tenants or potential Users do so at their own risk. Rogues Landlord Services cannot confirm any applicants are who they say they are. RLS

does not have access to any sensitive, secure data for applicants. All aspects of screening, including scores generated and that may be relied upon by User in determining the suitability of an applicant, are provided by TRANSUNION through our branded off-site page.

Rogues Landlord Services is not a credit bureau and does not control the contents of credit reports, background checks and other products for screening including reports obtained through the Service. We are NOT responsible for the contents of any credit report or background check report or any credit score, whether correct or incorrect. Credit reports and background check reports can contain information that is incorrect, incomplete, or not up to date, and reports are not a substitute for carefully reviewing and independently verifying all information contained in a rental application and interviewing a prospective tenant.

If you believe that any information contained in your credit report or background check report is inaccurate or incomplete, you have the right to dispute it. To dispute the contents of your credit report, please contact TransUnion.

TransUnion's full Terms and Conditions are available [HERE](#). Using the screening service makes User liable to TransUnion for compliance with their Terms and Conditions, and makes TransUnion solely liable to User, to the extent their Terms and Conditions allow.

SUBSCRIPTIONS:

Payment for subscription are processed through Stripe. For Terms and Privacy Policies of Stripe, please visit [STRIPE](#).

Subscriptions automatically renew each month for an additional month. Automatic renewal applies to all subscriptions and occur at the rate of the previous term. If you wish to cancel or downgrade the level of subscription, User must notify Rogues Landlord Services at least 5 days prior to the expiration of the term. Upon any such turning off auto-renewal, your subscription will remain active through the expiration of your then-current subscription term; however, your subscription will not be automatically renewed upon the expiration of your then current term. If your subscription does not auto-renew or expires at the end of your then current subscription term and you desire to renew your subscription, you will be required to re-subscribe.

If you do not turn off auto-renewal and you continue to use our subscription service, you re-affirm and authorize us to charge your credit card at the end of each subscription term for an additional term of the same duration as the initial term and at the then-current non-promotional subscription rate for the same product or service.

Subscriptions are non-refundable. If you feel a refund is warranted, such requests can be reviewed, but the purchase is done with the understanding that there is a no refund policy and all sales are final. Once invoiced and charged the funds are non-refundable. Please review the product and plan selection prior to purchase. Plans and features may change from time to time, but subscriptions will entitle you to at least the basic services offered at time of purchase. Normally each subscription plan will evolve and include more features over time and Users will not be required to pay additional fee over that payment period in regards to the subscription in which they are signed up.

Users may upgrade to a higher Tier at any time during your term. The lower Tier charge will be prorated to the date of upgrade and the higher Tier subscription will commence at the new start date for a one month term.

Upgrade, downgrade, and cancel options are available at all times via the CHANGE TIER tab.

CHANGES TO SITE:

We may change, suspend or discontinue any aspect of the Site at any time, including the availability of any Site features, database, or content. We may also impose limits on certain features or services or restrict your access to parts or the entire Site without notice or liability.

This version of the Terms became effective on JANUARY 1, 2019. ANY future version amends the version effective prior to amendment. We reserve the right, in our sole discretion, to amend these Terms, in whole or in part, at any time, with or without your consent and you acknowledge and agree that your consent to any such amendment is not required in the event the proposed amendment is clerical and/or non-substantive in nature. Notification of any amendment will be posted on the Site by the indication of the last amendment date at the top of these Terms and will be effective immediately. If you disagree with any non-clerical and/or substantive amendment to these Terms, then your sole remedy is to discontinue your use of the Site. When Users renew subscriptions, the terms in effect at the time of renewal will govern, provided that such terms may change as described above. This applies to auto-renewal subscriptions as well as new, periodic, or any other form of enrolling, subscribing, purchasing use of the Site.

NOTICES:

When we need to send you a notice, it will be sent to the email address you provide to the Site during the registration process or as later updated in your account (if applicable). The notice shall be deemed given upon receipt or 24 hours after an email is sent, unless the sending party is notified that the email address is invalid.

Any notices to Rogues Landlord Service must be sent certified mail to: 129 Wildwood Ave, Lansdowne, PA 19050.

ACCOUNT SECURITY:

You will not provide any false personal information, or create an account for anyone other than yourself without permission. If we disable your account, you will not create another one without our permission. You will not post properties for rent of which you do not have authority to be listing. You will not use Rogues Landlord Services for any illegal activity of any sort. You will not use Rogues Landlord Services if you are under 18. You will not share your password (or in the case of developers, your secret key), let anyone else access your account, or do anything else that might jeopardize the security of your account.

CONSENT TO RECEIVE ELECTRONIC COMMUNICATION:

By opening an account, you consent to receive all communications from Rogues Landlord Services and third-party providers electronically and you confirm that you can access, receive and retain such communications. "Communications" means all communications, terms, disclosures, notices, and statements that we provide to you in connection with your Account. We provide communications to you by posting on the Site, sending to your Rogues Landlord Services account, or by emailing you at the email address associated with your account. A communication will be considered to be received by you within 24 hours after the time we post it to our website or email it to you.

LIMITATIONS OF AGREEMENT:

These Terms constitute the entire agreement between us and you with respect to the matters set forth herein, and supersede any prior agreement between us and you with respect to your use of the Site. Headings in these Terms are for reference only and do not limit the scope or extent of such section. In the event of any

conflict between these Terms and any other terms and conditions applicable to a product, tool or service offered on our Site, the Terms herein shall prevail. If any portion of these Terms is found to be invalid or unenforceable by any court of competent jurisdiction, the other provisions of these Terms shall remain in full force and effect. Further, any provision of these Terms held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

LIMITATION OF LIABILITY:

IN NO EVENT WILL ROGUES LANDLORD SERVICES OR ANY THIRD-PARTY PROVIDER OF A SERVICE OR TOOL OFFERED ON ANY SITE OF AN AFFILIATE OF ROGUES LANDLORD SERVICES BE LIABLE FOR ANY LOST PROFITS OR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF, BASED ON, OR RESULTING FROM (A) OUR SITE, (B) THESE TERMS, (C) ANY BREACH OF THESE TERMS BY YOU OR A THIRD-PARTY, (D) USE OF THE SITE, TOOLS OR SERVICES WE PROVIDE, OR ANY THIRD-PARTY PROVIDER PROVIDES, RELATED TO THE BUSINESS WE OPERATE ON THE SITE, BY YOU OR ANY THIRD-PARTY (E) ANY USER-CONTRIBUTED CONTENT, (F) INTERACTION BETWEEN OUR SITE AND ANY THIRD-PARTY SITE FACILITATED BY A TOOL OR SERVICE ON OUR SITE AND/OR (G) ANY ACTUAL OR ATTEMPTED COMMUNICATION OR TRANSACTION, INCLUDING WITHOUT LIMITATION, ANY PAYMENT TRANSACTION. THESE LIMITATIONS AND EXCLUSIONS APPLY WITHOUT REGARD TO WHETHER THE DAMAGES ARISE FROM (1) BREACH OF CONTRACT, (2) BREACH OF WARRANTY, (3) STRICT LIABILITY, (4) TORT, (5) NEGLIGENCE, OR (6) ANY OTHER CAUSE OF ACTION, TO THE MAXIMUM EXTENT SUCH EXCLUSION AND LIMITATIONS ARE NOT PROHIBITED BY APPLICABLE LAW.

IF YOU ARE DISSATISFIED WITH THE SITE, YOU DO NOT AGREE WITH ANY PART OF THE TERMS, OR HAVE ANY OTHER DISPUTE OR CLAIM WITH OR AGAINST US, ANY THIRD-PARTY PROVIDER OR ANY USER OF THE SITE WITH RESPECT TO THESE TERMS OR THE SITE, THEN YOUR SOLE AND EXCLUSIVE REMEDY AGAINST US IS TO DISCONTINUE USING THE SITE. IN ALL EVENTS, OUR LIABILITY, AND THE LIABILITY OF ANY AFFILIATE OF ROGUES LANDLORD SERVICES, TO YOU OR ANY THIRD-PARTY IN ANY CIRCUMSTANCE ARISING OUT OF OR IN CONNECTION WITH THE SITE, IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES YOU PAY TO US IN THE SIX (6) MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY OR (B) \$100.00 IN THE AGGREGATE FOR ALL CLAIMS.

RELEASE AND INDEMNIFICATION:

USER HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD ROGUES LANDLORD SERVICES HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY AND COSTS INCURRED BY THE INDEMNIFIED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF YOUR USE OF THE SITE OR OTHERWISE RELATING TO THE BUSINESS WE CONDUCT ON THE SITE, ANY CONTENT POSTED BY YOU OR ON YOUR BEHALF TO THE SITE, ANY USE OF ANY TOOL OR SERVICE PROVIDED BY A THIRD-PARTY PROVIDER, ANY USE OF A TOOL OR SERVICE OFFERED BY US THAT INTERACTS WITH A THIRD-PARTY WEBSITE, OR ANY BREACH BY YOU OF THESE TERMS OR THE REPRESENTATIONS, WARRANTIES AND COVENANTS MADE BY YOU HEREIN, INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS. YOU SHALL COOPERATE AS FULLY AS REASONABLY REQUIRED IN THE DEFENSE OF ANY CLAIM. WE RESERVE THE RIGHT, AT OUR OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU AND YOU SHALL NOT IN ANY EVENT SETTLE ANY MATTER WITHOUT OUR WRITTEN CONSENT. IN NO EVENT SHALL ROGUES LANDLORD SERVICES BE LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES INCURRED IN

CONNECTION WITH THESE TERMS, UNDER ANY THEORY OF LIABILITY OR CAUSE OF ACTION WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, REGARDLESS OF WHETHER WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL ROGUES LANDLORD SERVICES EXCEED THE FEES RECEIVED FROM YOU THROUGH YOUR USE OF THE SERVICES.

NO WARRANTY:

ROGUES LANDLORD SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT ANY REPRESENTATION OF WARRANTY, WHETHER EXPRESS, IMPLIED, OR STATUTORY. USE OF THE RLS IS AT YOUR OWN RISK. RLS DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. RLS CANNOT ENSURE THAT ANY THIRD-PARTY YOU TRANSACT WITH WILL COMPLETE THE TRANSACTION. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM RLS OR THROUGH THE SITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. RLS WILL NOT BE RESPONSIBLE FOR ANY SERVICE INTERRUPTIONS OR SYSTEM. THIS DISCLAIMER OF WARRANTY SECTION SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

ENFORCEMENT:

We may immediately terminate any user's access to or use of the Site due to such user's breach of these Terms or any other unauthorized use of the Site. However, we do not guarantee that we will take action against all breaches of these Terms. Our failure to take immediate action with respect to a breach by you or others does not waive our right to act with respect to such breach or any other breach. Any action or inaction by us in response to any breach of these Terms does not limit our rights with respect to actions we may take in response to any other similar or different type of breach.

ASSIGNMENT:

We may assign these Terms in our sole discretion. You may not transfer or assign any rights or obligations you have under these Terms.

JURISDICTION:

ANY AND ALL SERVICES AND RIGHTS OF USE HEREUNDER ARE PERFORMED, PERFORMABLE AND/OR SOLD IN THE STATE OF PENNSYLVANIA, UNITED STATES OF AMERICA, AND YOU IRREVOCABLY AGREE AND CONSENT THAT ANY CAUSE OF ACTION YOU MAY SUBMIT IN CONNECTION WITH YOUR USE OF THE SITE OR PURSUANT TO THESE TERMS WILL BE FILED IN THE STATE OR FEDERAL COURTS IN PHILADELPHIA COUNTY, PENNSYLVANIA, WHICH YOU ACKNOWLEDGE, CONSENT TO AND AGREE WILL BE THE EXCLUSIVE FORUM AND VENUE FOR ANY LEGAL DISPUTE BETWEEN YOU AND ROGUES LANDLORD SERVICES. YOU ALSO AGREE THAT ANY DISPUTE BETWEEN YOU AND US WILL BE GOVERNED BY THE LAWS OF THE STATE OF PENNSYLVANIA, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

ANY CAUSE OF ACTION YOU MAY HAVE HEREUNDER OR WITH RESPECT TO YOUR USE OF THE SITE MUST BE COMMENCED BY FILING SUIT IN PHILADELPHIA COUNTY, PENNSYLVANIA, WITHIN ONE (1) YEAR AFTER THE INCIDENT UPON WHICH THE CLAIM OR CAUSE OF ACTION IS BASED FIRST OCCURRED.

BINDING ARBITRATION:

Rogues Landlord Services, User, and Parties, Affiliates, Third-Party providers agree that, upon the election of any of the Parties, any past, present, or future dispute relating in any way to your Account, or any other past, present, or future relationship or transaction between the Parties, will be resolved by binding arbitration as discussed below, and not through litigation in any court. Such disputes are called "Claims" for purposes of this agreement. This binding agreement to arbitrate applies regardless of whether the dispute is between you and us jointly or separately. This arbitration agreement is entered into pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1-16.

The arbitration shall be conducted by a single neutral arbitrator in accordance with the then-applicable United States Arbitration and Mediation Rules of Arbitration. The arbitration shall be held in Philadelphia, PA. The arbitrator will decide the Claim in accordance with all applicable law, including recognized principles of equity and statutes of limitations, and will honor all privileges recognized by law. The arbitrator will have the authority to award to a Party any damages or relief provided for under applicable law. The arbitrator's decision shall be final and legally binding, and may be enforced by any court having jurisdiction. No class actions or similar process, and no joinder or consolidation of any Claim with a Claim of any other person or entity, shall be allowable in arbitration, without the written consent of all Parties. The arbitrator shall have no authority to entertain any Claim on behalf of a class, group, person, or entity who is not a named party to the arbitration, nor shall any arbitrator have authority to make any award for the benefit of, or against, any class, group, person, or entity who is not a named party to the arbitration.

In the event that there is a dispute about whether limiting arbitration to non-class proceedings, or to the named parties, is enforceable under applicable law, then that question shall be resolved by a court rather than by an arbitrator; and to the extent it is determined that resolution of a Claim must proceed on a class basis, it shall so proceed in a court of competent jurisdiction rather than in arbitration. If you elect to proceed with respect to any Claim by an individual action in a small claims court, or its equivalent, instead of arbitration, we will not object, however, any such action shall be taken in small claims court in Philadelphia, PA.

If the arbitrator or arbitration administrator would impose filing fees or other administrative costs on you, we will reimburse you, upon request, to the extent such fees or costs would exceed those that you would otherwise have to pay if you were proceeding instead in a court. We will also pay additional fees or costs if required to do so by the arbitration administrator's rules or applicable law. Apart from the foregoing, each Party will be responsible for any other fees or costs, such as attorney fees that the Party may incur. If you consider that you are unable to afford any fees or costs that would be yours to pay, you may request that we pay or reimburse them, and we will consider your request in good faith.

Arbitration with respect to a Claim is binding and neither Party will have the right to litigate that Claim in a court. In arbitration, the Parties will not have the same rights that apply in courts, such as the right to a trial by judge or jury and the right to participate or be represented in proceedings brought by others such as class actions or similar proceedings. In addition, the right to discovery and the right to appeal may also be limited or eliminated in arbitration. All of these judicial rights are waived with respect to Claims that the Parties elect to arbitrate.

FORCE MAJEURE:

You understand and agree we will not be held responsible for any losses or damages resulting from suspension of service due to extraordinary events or circumstances beyond our control. In such an event, Rogues Landlord Services may suspend the services and access to your Account and funds in a Holding Account.