

HomeWiseDocs.com End User Agreement

Last Updated: September 21, 2022

This End User Agreement, and the agreements, policies and documents incorporated herein (this "Agreement"), is entered into by and between NextLevel Associations Solutions, Inc. d/b/a HomeWiseDocs.com ("HWD," "we" or "our") and you (either as an individual, or as an authorized representative of a business entity, "you"). This Agreement states the basic terms and conditions that govern your access to and use of the homewisedocs.com website and its subdomains (the "Website"), and any Content and Services (each defined below) made accessible through the Website (collectively, the "HWD Platform"). Please carefully read this Agreement before accessing or using the HWD Platform.

By accessing or using the HWD Platform you acknowledge and agree that you have read, understand, are bound by and will comply with the terms and conditions of this Agreement. You further represent that you are of legal age to enter into a binding contract. If you do not agree to comply with this Agreement, then you may not access or use the HWD Platform. If you are accessing the HWD Platform and entering into this Agreement on behalf of or as the agent of an entity, you represent that you have the authority to bind such entity and (as applicable) its affiliates to the terms of this Agreement.

Please be advised that this Agreement contains provisions, including a Dispute Resolution Agreement and Arbitration and Class Action Waiver, that govern how claims you and HWD have against each other are resolved, which will, with limited exception, require the parties to submit claims they may have against one another to binding and final arbitration. Under the Dispute Resolution Agreement, the parties will (i) only be permitted to pursue claims against each other on an individual basis, not as a plaintiff or class member in any class or representative action or proceeding, and (ii) only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS OR USE THE HWD PLATFORM.

1. **Modification of the Agreement.** Except as otherwise required by applicable law, HWD may modify the terms of this Agreement at any time. If we make changes to this Agreement, we will post the revised version here and update the "Last Updated" date at the top of this Agreement. We recommend that you review this Agreement periodically for any changes. Any such modifications take effect as soon as they are posted to this Agreement, and your continued access to or use of the HWD Platform will constitute your acceptance of the revised legally binding Agreement.
2. **Services.** The HWD Platform provides an Internet-accessible software-based automated processing system that enables you to, as applicable, provide or access documents, data, information, and other materials (collectively, "Content") relevant to transactions or situations requiring said data and/or documents (collectively, the services provided by HWD through the HWD Platform will be referred to herein as the "Services"). Except as otherwise required by applicable law, you agree that any fees paid to HWD for the Services are nonrefundable. Fees for the Services may be itemized or aggregated with fees associated with other offerings provided by third parties. If applicable law requires third parties to refund any payments made by you for the offerings provided by the third parties, nothing in this Agreement shall be construed as waiving your right to such a refund.
3. **Limited License.** Subject to your compliance with this Agreement, including payment of any applicable fees, HWD grants you a limited, revocable, non-exclusive, non-sublicensable, non-transferable, non-assignable license to (i) access and use the HWD Platform solely for your own business use on devices owned or controlled by you; and (ii) access and use the Services made available through the HWD Platform solely in accordance with the terms of this Agreement and any supplemental terms applicable to any such Service. This may include, without limitation, (x) obtaining, providing, downloading, or reviewing Content for your use directly or in connection with a particular transaction; or (y) uploading or providing Content for use by other registered users as part of the HWD Platform. HWD reserves all rights in the HWD Platform and the Services not expressly granted to you in this Agreement.

For clarity, you may not (without limitation):

- a. Damage, disable, overburden, or impair the HWD Platform (or any server or networks connected to the HWD Platform);
- b. Transfer, sublicense, lease, lend, rent or otherwise distribute the HWD Platform to any third party;
- c. Archive, copy, modify, disassemble, decompile, manipulate or reverse engineer any portion of the HWD Platform;
- d. Use, distribute, export, or store any Content you access through the HWD Platform for any purpose other than a single transaction;

- e. Create (or permit or enable others to create) derivative works from any Content you access through the HWD Platform;
 - f. Use the HWD Platform in a way that violates any law, statute, ordinance or regulation;
 - g. Use the HWD Platform in association with any defamatory, illegal, libelous, infringing, obscene, pornographic, sexual, violent, exploitative, harassing, invasive of privacy or publicity rights, threatening, deceptive, fraudulent, indecent or otherwise objectionable materials;
 - h. Use any robot, spider, crawler, deep-links, data-mining, data-gathering, extraction tool, or other automatic device or manual process to monitor, copy, harvest, gather or “scrape” any portion of the HWD Platform;
 - i. Manipulate or display the HWD Platform through “framing” or similar navigational technology;
 - j. Interfere with the performance or security of the HWD Platform or any systems, networks or services accessible through the HWD Platform, including through viruses, corrupted data, or other harmful files;
 - k. Remove or alter any trademark, logo, copyright, watermark, metadata or other proprietary notices in or on the HWD Platform;
 - l. Represent that you own any portion of the HWD Platform (not provided by you);
 - m. Link any portion of the HWD Platform to any other website; or
 - n. Make use of the HWD Platform other than as intended and expressly permitted under this Agreement, or in a manner that is competitive with HWD or its affiliates.
4. **HWD User Account.** You must register an account to access and use the HWD Platform. You must provide accurate, current, and complete information during registration and keep your account information up-to-date. You may not register more than one account or transfer your account to any other person or entity. You are responsible for maintaining the confidentiality and security of your account credentials and may not disclose your credentials to any third party. You are responsible and liable for activities conducted through your account and must immediately notify HWD if you suspect that your credentials have been lost, stolen or misused, or that your account is otherwise compromised. If you provide any information that HWD believes to be false, inaccurate, incomplete, or if you create an account that HWD, in its sole discretion, considers suspect or inappropriate, then HWD reserves the right to suspend or terminate your account and refuse any and all current or future use of the HWD Platform. HWD reserves the right, but not the obligation, to monitor your compliance with the terms of this Agreement.
5. **Intellectual Property.** The HWD Platform (including without limitation the software, content, visual interfaces, interactive features, information, graphics, design, compilation, and computer code) was created, compiled, prepared, selected, developed and arranged by HWD through the expenditure of substantial time, effort and resources. It is the property of HWD, its affiliates and its and their licensors, and is protected by (as applicable) copyright, trademark, patent, trade secret, trade dress, moral rights and other intellectual property laws and treaties. Except for Content that you provide, you have no ownership interest (in whole or in part) in the HWD Platform and no proprietary interest or right of title is transferred to you under this Agreement or by your access to or use of the HWD Platform whether by implication, estoppel, or otherwise. HWD, our logo, and any other product or service name or slogan contained in the HWD Platform constitute trademarks of HWD and our suppliers or licensors and may not be used without our prior written permission or the written permission of the applicable trademark owner. All other trademarks, product names and company names or logos used in conjunction with the HWD Platform are the property of their respective owners. Our reference to their products, services, processes or other information, by trade name, trademark or otherwise does not constitute or imply any endorsement, sponsorship or recommendation by us unless we specifically state otherwise.
6. **Links to Third-Party Websites.** The HWD Platform may link to third-party websites. These links are provided for your convenience only and do not constitute or imply any endorsement, sponsorship or recommendation by us. HWD does not make any representations or warranties relating to, and accepts no responsibility for (either directly or indirectly), any content or practices provided by or through such third parties and their websites.
7. **Representations and Warranties.**
- a. Each of the parties to this Agreement represents, warrants and covenants to the other that, as regards to itself:
 - i. its negotiation, entry and performance of this Agreement will not violate, conflict with, interfere with, result in a breach

of, or constitute a default under, any other agreement to which it is a party or any applicable law;

- ii. it has all necessary power and authority to enter into this Agreement, and to carry out its obligations hereunder; and
- iii. it will comply with all applicable laws, rules and regulations in its performance of this Agreement.

b. To the extent you provide Content to the HWD Platform, you represent and warrant that:

- i. any and all Content you provide will be legible, accurate, true, up-to-date and in compliance with all applicable laws, rules and regulations; and
- ii. you are authorized to furnish such Content, including without limitation any included contact information of parties involved with a specified a transaction, and such contact information may be used in connection with the specified transaction or to communicate information concerning the closing, the property and other relevant information;

HWD reserves the right, in its sole discretion, to discontinue providing any Services to you if you fail to comply with the foregoing.

- c. To the extent you access or use any Content made available through the HWD Platform, you represent and warrant that you are authorized to act on behalf of one or more parties involved with the specified transaction.
- d. You acknowledge and agree that HWD is not liable for (i) the form or content of any Content provided by, or accessed or used by, you or your compliance with any laws or regulations applicable to any such Content; or (ii) the transaction for which such Content is used, including, without limitation, the results of the use of such Content in conjunction with the transaction.

8. Confidential Information.

- a. **Definition.** “Confidential Information” means a party’s non-public business, financial, technical, legal and personnel information, and includes, for example, product designs and data, source code, trade secrets, pricing, customer and supplier lists, network structure and addresses, designs, technical specifications, business plans, the Agreement and any other non-public data whether written, verbal or visual, connected to or related to the business and affairs of a party or any of its affiliates. Notwithstanding the foregoing, “Confidential Information” does not include information that (i) is or becomes generally available to the public other than as a result of disclosure by the receiving party (the “Recipient”) or anyone to whom the Recipient transmits the information, (ii) becomes available to the Recipient on a non-confidential basis from a source other than the disclosing party who, to the Recipient’s knowledge, is not bound by a confidentiality agreement with the disclosing party, (iii) was rightfully known to the Recipient or in its possession prior to the date of disclosure by the disclosing party, or (iv) is independently developed by the Recipient without any benefit of or reference to the disclosing party’s Confidential Information.
- b. **Non-Disclosure.** Neither party will publish, disclose, copy, disseminate or use the Confidential Information of the other party in its business or for any other purpose except as expressly permitted in the Agreement. As a limited exception, a party may disclose another party’s Confidential Information solely as necessary to comply with a subpoena or other legal request, so long as prompt prior notice (if legally permitted) is provided to the party whose Confidential Information is being disclosed.
- c. **Affiliates.** As contemplated under the Agreement, a party may disclose the other party’s Confidential Information to its affiliates, but the disclosing party will be liable for its affiliates’ use and disclosure of any Confidential Information.
- d. **CCPA.** The CCPA Data Processing Statement set forth at <https://realpage.force.com/ccpa> (the “CCPA Statement”) applies to “Personal Information” of a “Consumer” as those terms are defined under the California Consumer Privacy Act of 2018 (“CCPA”) (referred to in the CCPA Statement as “Personal Data”) that HWD processes in the course of providing the Service. HWD understands the terms in the CCPA Statement and agrees to comply with them. The terms of the CCPA Statement will prevail in connection with the purpose and scope of the CCPA Statement over any conflicting terms in the Agreement.
- e. **Return or Destruction of Confidential Information.** The Recipient must use commercially reasonable efforts to protect against the unauthorized disclosure of the disclosing party’s Confidential Information. Upon written request, the Recipient will return to the disclosing party or destroy all copies of the disclosing party’s Confidential Information and will not in any manner use, convey, disclose or disseminate the Confidential Information (except (i) as otherwise permitted in the Agreement or (ii) retained pursuant to the Recipient’s document retention policies and/or automated backup procedures in accordance with applicable law). Any retained Confidential Information remains subject to the confidentiality obligations in the Agreement.

9. Your Content.

- a. By uploading or posting Content to the HWD Platform, you grant to HWD and its affiliates a limited, royalty-free, fully paid-up, world-wide, non-exclusive right and license to make such Content available to certain end users of the HWD Platform who satisfy the requisite obligations (including, without limitation, payment of certain fees and compliance with this Agreement) for accessing and using such Content.
 - b. For any Content you upload or post to the HWD Platform, you represent and warrant that (i) you own all right, title and interest in and to the Content, or possess sufficient rights to grant the licenses set forth herein; (ii) HWD will not need to obtain licenses or other legal permission from, or pay any royalties or other compensation to, any third party with respect to the Content; (iii) for any email addresses and other contact information provided by you, (x) HWD is permitted to include such email addresses and other contact information to third parties as part of legally-required disclosure data and documents, or to deliver other information to assist respective user groups and other individuals that are involved with related transactions or potential transactions and (y) such email addresses may be used by community management companies, or their authorized agents or representatives, to send information regarding the respective association(s), and goods and services available within such association(s); (iv) the Content does not infringe any third party's rights, including intellectual property and privacy rights; (v) the Content is accurate and not misleading; (vi) the Content does not contain material that is inappropriate, indecent, obscene, pornographic, hateful, tortious, defamatory, slanderous or libelous; (vii) the Content does not contain content that is, or may be reasonably considered to be, hate speech, or promotes bigotry or racism against any group or individual, or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and (viii) the Content complies with this Agreement and all applicable laws. You acknowledge and agree that HWD is not responsible for evaluating or determining whether any Content is appropriate for a particular purpose, use, user or jurisdiction. HWD reserves the right to remove (or demand that you remove) any Content that HWD determines (in our sole discretion) is in violation of any of the foregoing.
10. **WARRANTY DISCLAIMER.** YOUR ACCESS TO AND USE OF THE HWD PLATFORM (INCLUDING, WITHOUT LIMITATION, ANY CONTENT) IS SOLELY AT YOUR OWN RISK. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE HWD PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS "WITH ALL FAULTS" AND WITHOUT ANY PROMISES OR WARRANTIES (EXPRESS OR IMPLIED). HWD DOES NOT ENDORSE ANY CONTENT SUBMITTED TO THE HWD PLATFORM, OR ANY OPINION, RECOMMENDATION OR ADVICE EXPRESSED THEREIN, AND HWD EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY IN CONNECTION WITH SUCH CONTENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HWD DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE (EVEN IF THAT PURPOSE IS KNOWN TO US), MERCHANTABILITY, ERROR-FREE NATURE, TITLE, QUALITY, NONINFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. HWD EXPRESSLY DISCLAIMS ANY WARRANTIES OF ANY KIND WITH RESPECT TO THE ACCURACY, VALIDITY, OR COMPLETENESS OF ANY INFORMATION, SERVICES OR FEATURES AVAILABLE THROUGH THE HWD PLATFORM, OR THE QUALITY OR CONSISTENCY OF THE HWD PLATFORM. THIS WARRANTY DISCLAIMER CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.
11. **LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCES WILL HWD, OUR AFFILIATES, OR OUR OR THEIR RESPECTIVE LICENSORS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUES OR BUSINESS REPUTATION, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER AT LAW OR IN EQUITY, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR ACCESS TO OR USE OF THE HWD PLATFORM OR ANY RELATED PRODUCTS OR SERVICES, EVEN IF HWD IS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. IN NO EVENT WILL THE AGGREGATE LIABILITY OF HWD, OUR AFFILIATES, OR OUR OR THEIR RESPECTIVE LICENSORS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, AND WHETHER AT LAW OR IN EQUITY, ARISING OUT OF OR IN ANY WAY CONNECTED TO YOUR ACCESS TO OR USE OF THE HWD PLATFORM OR ANY RELATED PRODUCTS OR SERVICES, EXCEED YOUR ACTUAL, PROVABLE DIRECT DAMAGES, CAPPED AT THE AMOUNT PAID TO HWD FOR THE PROVISION OF ANY SERVICES PROVIDED TO YOU DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM AT ISSUE.

Some U.S. states and foreign countries do not permit the exclusion or limitation of implied warranties or liability for certain categories of damages. Therefore some or all of the limitations in this Agreement may not apply to you to the extent they are prohibited or superseded by such state or foreign provisions. For these jurisdictions, the foregoing limitation on liability will be to the maximum degree permitted by applicable law. The foregoing limitations of liability will apply even if the limited remedies herein fail of their essential purpose.

12. **Indemnification.** You agree to indemnify and hold harmless HWD, our affiliates, and our respective directors, officers, employees, and agents from and against any loss, damage, cost, liability and expense (including reasonable attorneys' fees) (collectively, "Losses") arising from any third-party action or claim relating to (i) your failure to comply with any of the terms or conditions of this Agreement; (ii) your misuse of the HWD Platform; (iii) your failure to comply with any local, state, federal or foreign laws, rules or regulations; or (iv) any Content you provide. HWD reserves the right, in its discretion, to assume the exclusive defense and control of any such matter, and you agree to cooperate with any reasonable requests for assistance with such defense.

13. **Privacy Policy.** You consent to the collection, use, sharing and transfer of your personally identifiable information, including the transfer and processing of your information outside your home country, as outlined in the [HWD Privacy Policy](#). By establishing an account with HWD, you acknowledge that you have received, reviewed and agreed to be bound by the HWD Privacy Policy. If you do not agree to the terms of the HWD Privacy Policy, then you may not access and use the HWD Platform and Services.
14. **Cookies, Web Beacons and Other Technologies.** When you access the HWD Platform, our servers may place small text files ("cookies") on your computer for recordkeeping purposes. Among other things, cookies enable HWD to gather information about your activity on our Website for the purposes of improving your online experience, remembering your preferences and settings, delivering advertising to match your preferences and interests, and for other similar customization purposes. HWD does not store any personal identification information in cookies, nor do we use cookies to obtain any personal information from you.

In addition to cookies, we may utilize web beacons, clear gifs, or other technologies built into the HWD Platform to gather information on how users interact with and utilize various features. These technologies can help personalize your usage experience and help associate your interactions with our products and services to other information within your account. For example, these technologies can identify popular pages, viewing patterns, click-through, conversion rates, and other information that can be used to improve, monitor, and operate the HWD Platforms.

Most internet browsers provide controls that allow users to manage or disable the placement and usage of cookies on their computer. Please note that disabling cookies may deactivate or otherwise restrict certain features on the HWD Platform. To opt out of any behavioral advertising and tracking cookies, please go to <https://www.aboutads.info/choices> to submit your do not track request.

15. **Communications.** You consent to receiving communications, which may include phone calls or SMS text messages, from or on behalf of HWD, including without limitation recurring communications relating to your account and the Services, as well as recurring advertising and marketing communications. You understand and agree that you may receive communications generated by automatic telephone dialing systems and/or prerecorded messages sent by or on behalf of HWD. Standard message and data rates may apply. You certify, warrant and represent that you are the subscriber or non-subscriber customary user of the telephone number you provide to HWD, and further certify, warrant and represent that any other subscribers or customary users of that telephone number have authorized you to consent on their behalf to receive messages, including but not limited to autodialed and/or prerecorded messages. Your agreement to receive these messages is not a condition of receiving the Services.

If you do not wish to receive phone calls or SMS text messages, you may opt out of such messages by updating your communication preferences in your account, or by replying "STOP" from the mobile device receiving the messages. If you prefer not to receive emails from HWD about offers and promotions, please unsubscribe via the unsubscribe link in an email. We will endeavor to comply with your request as soon as reasonably practicable. Please note that if you opt-out as described above, we will not be able to remove personal information about you from the databases of third parties with which we have already disclosed personal information as of the date that we implement your opt-out request. If you wish to cease receiving marketing-related e-mails from third parties, please contact such third parties directly or utilize any opt-out mechanisms set forth in their respective privacy policies or marketing-related emails.

16. **Jurisdiction and Law.** Except as set forth in the Dispute Resolution Agreement set forth below, the parties agree that any claim, action, or proceeding arising under this Agreement will be governed by and construed in accordance with the laws of the State of Texas applicable to contracts to be wholly performed therein, and any action based on or alleging a breach of these Terms must be brought in a state or federal court located in Dallas County, Texas. The parties agree to submit to the personal jurisdiction of such courts.
17. **Notices.** Any notice to HWD under this Agreement must be in writing and delivered in person or by nationally recognized next-day courier to: NextLevel Associations Solutions, Inc. d/b/a HomeWiseDocs.com, 2201 Lakeside Blvd., Richardson, TX 75082, ATTN: Legal Department. Such notice will be deemed given on the same day if delivered in person, or on the next business day if delivered by any other expressly permitted method.
18. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of the Agreement will continue in full force and effect.
19. **Waiver.** The only way a party may waive any of its rights under this Agreement is through a specific written waiver by its authorized representative. No waiver of one provision shall be interpreted as a waiver of any other provision of this Agreement.

20. **Survival.** The provisions of this Agreement relating to (i) any license restrictions; (ii) warranty disclaimer, (iii) limitation of liability, (iii) indemnification, (iv) ownership of intellectual property, (v) governing law and jurisdiction (vi) entire agreement and (vii) any other provision which by its nature is intended to survive, will survive the termination or expiration of this Agreement.
21. **Assignment.** You may not assign or delegate to any third party any of your respective rights or obligations under this Agreement.
22. **Force Majeure.** Neither party will be responsible for failure or delay of performance if caused by an act of God; act of war, hostility or sabotage; pandemic or epidemic; electrical, internet or telecommunications outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party.
23. **Copyright Infringement/DMCA.** In accordance with the Digital Millennium Act ("DMCA"), if you believe that any content posted on the Website infringes your copyright or other intellectual property rights, please immediately notify us by following the instructions set forth at [DMCA](#).
24. **Entire Agreement.** This Agreement (including the HWD Privacy Policy and any other terms that are incorporated by reference herein or any fully executed document that expressly incorporates these terms) constitutes the entire understanding of the parties concerning the subject matter contained herein. No party is relying on any warranties, representations, promises or inducements not expressly stated in this Agreement. Notwithstanding the foregoing, this Agreement does not alter the terms and conditions of the HomeWiseDocs.com Service Agreement that you may have with HWD relating to the HWD Platform ("Service Agreement"). If you are a party to the Service Agreement, and there is any conflict or inconsistency between the terms and conditions of this Agreement and the Service Agreement, then the terms of the Service Agreement will prevail.
25. **Dispute Resolution Agreement and Arbitration and Class Action Waiver.** In consideration for the mutual promises to arbitrate Claims, for your access to and use of the HWD Platform and Services provided by HWD, and for other valuable consideration, you agree to the specific provisions set forth in this Section (the "Dispute Resolution Agreement"). In doing so, you acknowledge that this is a legally binding agreement between you and HWD, as defined below:
- a. As the term is used in this Dispute Resolution Agreement, "HWD" refers to NextLevel Associations Solutions, Inc. d/b/a HomeWiseDocs.com and its parents, subsidiaries, affiliates, employees, agents, officers, directors, shareholders, successors and assigns.
 - b. As the term is used in this Dispute Resolution Agreement, "Claim(s)" refer to all claims and controversies, whether based on past, present, or future events, between you and HWD arising out of, or pertaining in any way to the HWD Platform and Services (including, without limitation, your access to and use of the HWD Platform and Services). The Claims include, without limitation:
 - i. Those that, in the absence of this Dispute Resolution Agreement, would have been heard in a court of competent jurisdiction under applicable state or federal law;
 - ii. Claims under any legal or equitable theory of liability, including claims for breach of any contract or covenant, whether express or implied, common law claims, tort claims, statutory claims, defamation claims, and state and federal statutory claims under any provision of law applicable to the HWD Platform or Services; and
 - iii. Disputes relating to the formation, interpretation, applicability, scope or enforceability of this Agreement.
 - c. **AGREEMENT TO ARBITRATE CLAIMS:** YOU AND HWD AGREE THAT ANY AND ALL CLAIMS SHALL BE RESOLVED EXCLUSIVELY IN BINDING ARBITRATION RATHER THAN LITIGATION IN COURT. YOU AND HWD FURTHER AGREE THAT ANY SUCH CLAIMS RELATING TO THE FORMATION, INTERPRETATION, APPLICABILITY, SCOPE, OR ENFORCEABILITY OF THIS AGREEMENT SHALL BE DECIDED BY THE ARBITRATOR, NOT A COURT. THE ARBITRATOR, AND NOT ANY FEDERAL, STATE OR LOCAL COURT OR AGENCY, SHALL HAVE EXCLUSIVE AUTHORITY TO RESOLVE ANY CLAIM RELATING TO THE FORMATION, INTERPRETATION, APPLICABILITY, SCOPE, OR ENFORCEABILITY OF THIS AGREEMENT, INCLUDING CLAIMS THAT THE AGREEMENT IS VOID OR VOIDABLE.
 - d. **CLASS ACTION WAIVER:** YOU AND HWD EXPRESSLY AGREE THAT ALL ARBITRATIONS PURSUANT TO THIS AGREEMENT WILL BE LIMITED TO INDIVIDUAL, NOT REPRESENTATIVE CLAIMS. YOU AND HWD EXPRESSLY WAIVE ANY ABILITY TO BRING A CLASS OR REPRESENTATIVE ACTION PERTAINING TO A CLAIM IN ARBITRATION OR TO SEEK RELIEF ON BEHALF OF A CLASS IN ARBITRATION. YOU AND HWD ALSO EXPRESSLY WAIVE ANY RIGHT TO BRING A CLASS OR REPRESENTATIVE ACTION IN COURT OR TO PARTICIPATE OR OBTAIN BENEFITS IN A CLASS OR REPRESENTATIVE ACTION SOMEONE ELSE BRINGS IN COURT. You and HWD acknowledge that this class action waiver is integral to this Dispute Resolution Agreement. If a court or arbitrator determines that this class action waiver is invalid or unenforceable, you and HWD agree that the Dispute

Resolution Agreement will not apply, and any Claim shall be resolved in court. That is, you and HWD agree that this class action waiver cannot be severed from this Dispute Resolution Agreement. Both parties' express intention is not to proceed with any Claim by way of class arbitration.

- e. **JURY AND COURT WAIVER:** BY AGREEING TO ARBITRATION, YOU AND HWD ARE WAIVING THE RIGHT TO SUE IN COURT OR HAVE A JURY TRIAL FOR ALL CLAIMS.
- f. **Applicable Law:** You and HWD agree that, notwithstanding any other choice of law provision, this Dispute Resolution Agreement is governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq.
- g. **OPT-OUT:** IF YOU DO NOT WANT THIS DISPUTE RESOLUTION AGREEMENT TO APPLY, YOU MAY OPT-OUT OF IT BY SENDING AN OPT-OUT NOTICE E-MAIL TO ARBITRATIONOPTOUT@REALPAGE.COM, ADDRESSED TO "HWD, ATTN: CHIEF LEGAL OFFICER," WITHIN FOURTEEN (14) DAYS OF YOUR CREATION OF AN ACCOUNT WITH HWD. THIS E-MAIL OPT-OUT NOTICE MUST INCLUDE: (A) YOUR NAME AND ADDRESS; (B) THE NAME OF THE PROPERTY OR TRANSACTION AT ISSUE; (C) THE DATE YOU CREATED AN ACCOUNT WITH HWD; AND (D) A STATEMENT THAT YOU ARE OPTING OUT OF THE DISPUTE RESOLUTION AGREEMENT.
- h. **Procedure for Initiating Arbitration:** You and HWD agree that JAMS shall conduct any arbitration initiated pursuant to this Dispute Resolution Agreement. To initiate arbitration, You may contact JAMS at 1-800-352-JAMS or www.jamsadr.com. A demand for arbitration form can also be found at <https://www.jamsadr.com/submit>. If you file an arbitration claim against HWD, you are responsible for paying \$250 of JAMS' fees. HWD agrees to pay the remainder of JAMS' fees, if any, on your behalf. Arbitration shall be held in the state where the property at issue is located.
- i. **Small Claims:** Notwithstanding the provisions above, this Dispute Resolution Agreement does not preclude you or HWD from seeking remedies in any applicable small claims court, provided the remedies sought are within the scope of the applicable small claims court's jurisdiction.
- j. **Arbitration Rules:** You and HWD agree that the arbitration will be administered pursuant to the JAMS Comprehensive Arbitration Rules and Procedures, as well as the JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses Minimum Standards of Procedural Fairness, in effect at the time of the arbitration. The arbitrator will decide the substance of all claims in accordance with applicable law and will honor all proper claims of privilege recognized by law. The arbitrator will not have the power to award damages or relief not authorized by law. Offers of judgment (arbitration award) in a manner consistent with, and within the time limitations, consequences, and effects provided in Rule 68 of the Federal Rules of Civil Procedure shall be allowed in the arbitration. Terms in Rule 68 are substituted as follows: (1) "arbitration award" replaces "judgment"; (2) "arbitration hearing" replaces "trial"; (3) "arbitrator" replaces "clerk"; and (4) "Costs" include arbitration and court reporter fees, witness fees, and copying and printing costs. If the arbitration award that the offeree finally obtains is not more favorable than the unaccepted offer, then the offeree must pay the costs incurred after the offer was made. The arbitrator may also consider an unaccepted offer that is more favorable than the arbitration award when determining an award of attorneys' fees to the offeree, if any.