

HomeWiseDocs.com End User Agreement

Last Updated: November 18, 2024

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 (SEE SCHEDULE A AT THE END OF THIS AGREEMENT, TITLED “DISPUTE RESOLUTION TERMS (ARBITRATION AGREEMENT; CLASS AND COLLECTIVE ACTION WAIVER; AND JURY TRIAL 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) BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY ON AN INDIVIDUAL BASIS.

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

- 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.
- 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. In addition to the Services, HWD may make accessible to you an e-commerce platform that facilitates certain workflows and services for residents, such as utility shopping, moving and setup services (the “Moving Services”). The Moving Services are subject to and governed by the terms and conditions at <https://www.realpage.com/residentlegal/movingterms/>.
- 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):

- Damage, disable, overburden, or impair the HWD Platform (or any server or networks connected to the HWD Platform);
- 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. **Third-Party Content and Services.** The HWD Platform may display, include, or make available certain third-party functions, features, offers, advertisements, content or services, or provide links to third-party websites or services that are not provided or managed by HWD (collectively, the “Third-Party Services”). You acknowledge and agree that HWD is not responsible for any such Third-Party Services, including without limitation, for their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. If you choose to access or use, or enable any resident to access or use, any Third-Party Service,

you agree that such Third-Party Service will be subject to and governed exclusively by terms and conditions between you (or the applicable resident) and the third-party provider of such Third-Party Service. HWD has no responsibility or liability whatsoever for any Third-Party Services—including, without limitation, for the acts or omissions of any applicable third-party provider or its agents. Access to Third-Party Services is provided solely as a convenience to you and your residents, and you and your residents access and use them entirely at your respective own risk. Notwithstanding the foregoing, you understand that HWD may receive compensation from the third-party providers if you or your residents choose to access their corresponding Third-Party Services through the HWD Platform.

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.** You 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. Any action based on or alleging a breach of this Agreement that is not subject to [Schedule A](#) (Dispute Resolution Agreement), or for entry of any judgment

relating to an arbitration award issued pursuant to Schedule A (Dispute Resolution Agreement) must be brought in a state or federal court located in Dallas County, Texas. You 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.

SCHEDULE A

DISPUTE RESOLUTION TERMS

(ARBITRATION AGREEMENT; CLASS AND COLLECTIVE ACTION WAIVER; AND JURY TRIAL WAIVER)

PLEASE READ THESE TERMS CAREFULLY, THEY AFFECT YOUR LEGAL RIGHTS. These TERMS provide for resolution of most disputes and claims through individual arbitration (or group arbitration of "Common Issues" in "Mass Claims," as these terms are defined below). Clicking "I accept" or accessing or using the online applications/leasing system/network/services provided by RealPage (as defined below) constitutes acceptance of these Dispute Resolution Terms ("Terms") and is a binding agreement between the user ("User" or "You") and RealPage.

THESE TERMS CONSTITUTE AN ARBITRATION AGREEMENT, CLASS AND COLLECTIVE ACTION WAIVER, AND JURY TRIAL WAIVER. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND THERE IS LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT. YOU HAVE AN OPPORTUNITY TO OPT OUT OF THESE TERMS AS SET FORTH BELOW.

In the event there is any conflict or inconsistency between these Terms and any other terms of use that appear on any other RealPage affiliated website, these Terms will govern as between You and RealPage relating to the subject matter of these Terms.

1. RealPage defined: "RealPage" refers to RealPage, Inc., RP On-Site LLC, Buildium, LLC, Stratis IoT, Inc., RealPage Payments Services LLC, DepositIQ and RentersIQ Insurance Agency, LLC, NovelPay, LLC, Modern Message Inc., Chirp Systems, Inc., RealPage Utility Management Inc., RealPage Payment Processing Services, Inc., Knock, Inc., NextLevel Associations Solutions, Inc. d/b/a HomeWiseDocs.com or Propertyware LLC, as applicable, and each of their respective past, present, and future parents, subsidiaries, affiliate corporations or other business entities, members, officers, directors, stockholders, employees, agents, servants, representatives, contractors, insurers, vendors, suppliers, attorneys, and assigns, whether named herein or not.

2. Claims covered by these Terms: At either party's election, any disputes, claims, controversies, or disagreements, whether based on past, present, or future events, between You and RealPage relating to, arising out of, or pertaining in any way to Your relationship with RealPage or to RealPage's property owner, operator or manager customers ("Claims") will be resolved through binding arbitration in accordance with these Terms. "Claims" should be interpreted broadly and include, but are not limited to, issues involving: lease applications, verification services, and/or tenant screening reports prepared, reviewed, or used in connection with Your rental housing or application(s) for housing; property management software, products, or services RealPage provides directly to You or to any properties that have a relationship with You; and any other services RealPage provides directly to You or to any properties that have a relationship with You. "Claims" include, but are not limited to:

- Those that, in the absence of these Terms, would have been heard in a court of competent jurisdiction under applicable state or federal law;
- 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, fraud/misrepresentation claims, data usage and privacy claims, information security claims, defamation claims, Fair Credit Reporting Act claims, Fair Housing Act claims, debt collection or licensing claims, and state and federal statutory claims under any provision of law regulating property management software, background checks, credit checks, consumer reports, investigative consumer reports, identify/income verifications, or analogous reports or checks; and
- Disputes relating to the formation, interpretation, applicability, validity, scope or enforceability of these Terms, including issues that relate to the arbitrability of any Claims.

3. Mandatory Pre-Dispute Resolution Process. You and RealPage agree to work together in an effort to informally resolve any Claims between us. The party initiating or raising the Claim (the "Claimant") must send the other party (the "Responder") a written notice of the Claims (a "Claim Notice") that includes all of the following information: (1) information sufficient to identify any transaction and account at issue; (2) contact information of the Claimant (including name, address, telephone number, and email address); and (3) a detailed description of the nature and basis of the Claims and the relief sought, including a calculation for the relief sought. The Claim Notice must be personally signed by the Claimant and Claimant's counsel, if represented ("Claimant Counsel"). If You are the Claimant, You must send the Claim Notice by email to Legal@RealPage.com or by mail or hand delivery to RealPage, Inc., 2201 Lakeside Boulevard, Richardson, Texas 75082, Attention: Chief Legal Officer. If RealPage is the Claimant, RealPage must send the Claim Notice to the most recent contact information it has for You. For a period of 60 days after receipt of a completed Claim Notice (which can be extended by agreement of the parties) (the "Informal Resolution Period"), You and RealPage agree to negotiate in good faith in an effort to informally resolve the Claims on an individual basis. The Responder may request an online or telephone settlement conference to aid in the resolution of the Claims. If such a conference is requested, You and a RealPage representative will personally attend (with counsel, if represented). The conference will be scheduled for a mutually convenient time, which may be outside of the Informal Resolution Period. Completion of this Mandatory Pre-Dispute Resolution Process ("Process") is a condition precedent to initiating a Claim in arbitration (or any other forum, if wrongly filed outside of arbitration). If the sufficiency of a notice or compliance with this Process is at issue, such issue may be raised with and decided by a court of competent jurisdiction at either party's election, and no arbitration shall be initiated or pursued, and no arbitration fee shall be due, until the court rules and all available appeals are resolved. The court shall have the authority to enforce this condition precedent to arbitration, which includes the power to enjoin the filing or prosecution of arbitrations and the assessment or collection of arbitration fees. Nothing in this paragraph limits the right of a party to seek damages for non-compliance with this Process in arbitration. **All applicable limitations periods (including statutes of limitations) will be tolled from the date of receipt of a completed Claim Notice through the conclusion of the Process and until the Claimant is permitted to initiate and pursue an arbitration.** You or RealPage may commence arbitration only if the Claims are not resolved through the Process.

By signing the Claim Notice, You or RealPage certify that any facts set forth in the Claim Notice are true and not misleading. By signing a Claim Notice, Claimant Counsel certifies that Claimant Counsel has made a reasonable review of the facts set forth in the Claim Notice and believes them to be true and not misleading. In addition, Claimant Counsel must certify whether or not Claimant Counsel knows or has good reason to believe that your Claims will be "Mass Claims" (as defined below). If so, or if it is later determined that the Claims are Mass Claims, the Mass Claims will be subject to the further pre-filing requirements applicable to Mass Claims set forth in Section 11.

4. AGREEMENT TO ARBITRATE CLAIMS: YOU AND REALPAGE AGREE THAT, AT THE OPTION OF EITHER PARTY, ANY AND ALL CLAIMS SHALL BE RESOLVED EXCLUSIVELY IN BINDING ARBITRATION RATHER THAN LITIGATION IN COURT. YOU AND REALPAGE FURTHER AGREE THAT ANY SUCH CLAIMS RELATING TO THE FORMATION, INTERPRETATION, APPLICABILITY, SCOPE, OR ENFORCEABILITY OF THESE TERMS 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 THESE TERMS, INCLUDING CLAIMS THAT THESE TERMS ARE VOID OR VOIDABLE.

5. CLASS/COLLECTIVE ACTION WAIVER: EXCEPT AS EXPRESSLY PROVIDED OTHERWISE BELOW REGARDING “MASS CLAIMS,” TO THE FULLEST EXTENT ALLOWABLE BY APPLICABLE LAW, YOU AND REALPAGE EXPRESSLY AGREE THAT ANY PROCEEDINGS, WHETHER IN ARBITRATION OR IN COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, COLLECTIVE, CONSOLIDATED, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE ACTION. THIS INCLUDES ANY RIGHT OR ABILITY TO BRING, TO PARTICIPATE IN, OR TO SEEK RELIEF THROUGH ANY CLASS, COLLECTIVE, CONSOLIDATED, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE ACTION. You and RealPage acknowledge that this class action waiver is integral to these Terms. If a court or arbitrator determines that this class action waiver is invalid or unenforceable as to Claims asserted on a class basis, You and RealPage agree that these Terms will not apply, and any such Claims shall be resolved in court. That is, despite any language in these Terms to the contrary, You and RealPage agree that this class action waiver cannot be severed from these Terms. Both parties’ express intention is not to proceed with any Claims by way of class arbitration. Notwithstanding the foregoing, You and RealPage retain the right to participate in a class-wide settlement.

6. JURY AND COURT WAIVER: TO THE FULLEST EXTENT ALLOWABLE BY APPLICABLE LAW, YOU AND REALPAGE ARE WAIVING THE RIGHT TO HAVE A JURY TRIAL FOR ANY AND ALL CLAIMS.

7. Applicable Law: You and RealPage agree that, notwithstanding any other choice of law provision, these Terms evidence a transaction in interstate commerce and that these Terms will be interpreted, governed, and enforced in accordance with the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.* (the “FAA”), and federal arbitration law, and not state arbitration law.

8. OPT-OUT RIGHT: IF YOU DO NOT WANT TO BE BOUND BY THE AGREEMENT TO ARBITRATE CLAIMS CONTAINED IN THESE TERMS, YOU MAY OPT-OUT OF IT BY SENDING TO REALPAGE, ATTN: CHIEF LEGAL OFFICER, AN OPT-OUT NOTICE E-MAIL TO ARBITRATIONOPTOUT@REALPAGE.COM WITHIN THIRTY (30) DAYS AFTER THE DATE YOU ARE PRESENTED WITH THESE TERMS FOR THE FIRST TIME. TO BE EFFECTIVE, YOUR OPT-OUT NOTICE MUST INCLUDE: (A) YOUR NAME AND ADDRESS; (B) THE NAME OF THE PROPERTY THAT PRESENTED YOU WITH THESE TERMS, IF APPLICABLE; (C) THE DATE YOU APPLIED FOR HOUSING WITH THE PROPERTY, IF APPLICABLE; (D) THE NAME OF THE REALPAGE PRODUCT OR SERVICE THAT YOU USED, IF APPLICABLE; AND (E) A CLEAR STATEMENT THAT YOU WISH TO OPT OUT OF THE AGREEMENT TO ARBITRATE CONTAINED IN THESE TERMS. IF YOU OPT OUT OF THE AGREEMENT TO ARBITRATE, ALL OTHER PARTS OF THESE TERMS WILL CONTINUE TO APPLY TO YOU.

9. Arbitration Procedures. Any arbitration under these Terms shall be administered by National Arbitration and Mediation (“NAM”) and heard by a single, neutral arbitrator. Except as modified by these Terms, NAM shall administer the arbitration in accordance with its rules applicable to the nature of the Claims, including the Comprehensive Dispute Resolution Rules and Procedures and/or the Supplemental Rules for Mass Arbitration Filings, as applicable (“NAM Rules”). The NAM Rules and fee information are available at www.namadr.com. If NAM is unable or unwilling to administer the arbitration consistent with these Terms, the parties shall agree on an alternative arbitration provider or arbitrator that will do so. If the parties cannot agree, they shall petition a court of competent jurisdiction to appoint an alternate administrator or arbitrator that will do so. A Claimant seeking to initiate arbitration must provide the Responder with the demand for arbitration as specified in the NAM Rules and these Terms. You may obtain a form to initiate arbitration at www.namadr.com or by contacting NAM. If You are initiating arbitration, You shall serve the demand on RealPage by email to Legal@RealPage.com or by certified mail or hand delivery to RealPage, Inc., 2201 Lakeside Boulevard, Richardson, Texas 75082, Attention: Chief Legal Officer. If RealPage is initiating arbitration, RealPage shall serve the arbitration demand at the email address or mailing address RealPage has on file for You. An arbitration demand must be accompanied by a certification of compliance with the Process and be personally signed by the party initiating arbitration (and counsel, if represented). By submitting an arbitration demand, the initiating party and counsel represent that, as in court, they are complying with the requirements of Federal Rule of Civil Procedure 11(b), including that the claims and relief sought are neither frivolous nor brought for an improper purpose. The arbitrator is authorized to impose any sanctions available under Federal Rule of Civil Procedure 11 on represented parties and their counsel. An arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual Claim. The arbitrator must apply substantive law and comply with the FAA. The arbitrator must honor statutes of limitation and privilege rights. As to punitive damages, the arbitrator must honor constitutional standards that apply in court. **To the fullest extent permitted by applicable law, You and RealPage agree that each may bring Claims against the other only in Your or RealPage’s individual capacity and not as a plaintiff or class member in any purported class, collective, consolidated, private attorney general, or representative proceeding. Further, unless both You and RealPage agree otherwise and except as expressly provided below regarding Mass Claims, an arbitrator may not consolidate more than one person’s Claims and may not otherwise preside over any form of class, collective, consolidated, private attorney general, or representative proceeding. If, after exhaustion of all appeals, any of these prohibitions on non-individualized injunctive or declaratory relief and class, collective, consolidated, private attorney general, or representative proceedings are finally found to be unenforceable with respect to a particular Claim for public injunctive relief, then such Claim will be decided by a court of competent jurisdiction, after all other Claims and requests for relief are arbitrated.** The arbitrator shall issue a reasoned written decision sufficient to explain essential findings and conclusions. Judgment on any arbitration award may be entered in any court of competent jurisdiction, except an award that has been satisfied may not be entered. An award shall have no preclusive or precedential effect in any other arbitration or proceeding in which You are not a named party.

Except where the arbitrator determines that the circumstances require otherwise, the arbitrator must: (a) conduct document-only arbitrations, without oral argument or an in-person hearing; (b) allow the parties to introduce any needed testimony through excerpts from

recorded depositions of party witnesses or declarations; (c) for Mass Claims, allow each side to introduce prior recorded live testimony from other arbitrations involving the Claimants in such Mass Claims (the “Mass Claimants”); (d) limit Mass Claimants from obtaining new and duplicative discovery from RealPage by, among other things, allowing discovery obtained from RealPage in any arbitration of a Mass Claim to be used by all of the Mass Claimants in any other arbitration or lawsuit between a Mass Claimant and RealPage; (e) conduct any necessary hearing virtually or by conference call; (f) hold any in-person hearing at a place reasonably convenient to You and RealPage; (g) follow expedited procedures; and (h) honor the Mass Claim provisions of these Terms, as set forth in Section 11 below. Where possible, an arbitrator appointed by NAM or a court (a “Process Arbitrator”) shall decide procedural issues relevant to Mass Claims.

Notwithstanding any language in these Terms to the contrary, at any time after the Claimant gives a Claim Notice (including before any arbitration begins) or serves an arbitration demand, either party may make a written offer to settle the Claim. If the settlement offer is rejected, but the arbitrator’s award is no better to the rejecting party, then that party must bear its own post-offer legal and arbitration fees and costs. Also, the rejecting party must pay the other party all reasonable arbitration fees and costs that the other party incurs after the settlement offer. But, You will not be liable for any of RealPage’s arbitration fees and costs that exceed the amount You would otherwise receive in the arbitration.

10. Arbitration Costs. Payment of arbitration fees will be governed by the NAM Rules and fee schedule. You and RealPage agree that the parties have a shared interest in reducing the costs and increasing the efficiency associated with arbitration. Therefore, You and RealPage agree that the parties (and counsel, if represented) will work together in good faith to ensure that arbitration remains economical and cost-effective for both You and RealPage.

11. Special Provisions for Mass Claims. “Mass Claims” are Claims where the Mass Claimants are represented by the same counsel and/or counsel working together (“Mass Claims Counsel”); and the Mass Claimants or Mass Claims Counsel give Claim Notices for at least 25 Mass Claimants within 180 days of the first such Claim Notice. A Claimant who hires Mass Claims Counsel and gives a Claim Notice after this 180-day period is still a “Mass Claimant” asserting “Mass Claims.” Such Mass Claimant is subject to this Section 11 to the same extent as Mass Claimants who give their Claim Notices within the initial 180-day period. Disputes over whether Claims Notices trigger this Section 11 will be decided by NAM, a Process Arbitrator or a court—not by individual arbitrators in separate arbitrations.

In some cases, Mass Claims may make individual arbitrations impractical or too costly. Section 11 addresses this problem. It seeks to resolve Mass Claims as fairly and quickly as possible, at low cost. **Section 11 applies to all Mass Claims despite any language in these Terms to the contrary.**

- a. **If You or Claimant Counsel know or have good reason to believe that there are or will be Mass Claims, You may not file any Mass Claim in a lawsuit or arbitration except per this Section 11. If you do, you will be liable for the administrator’s filing fees, RealPage’s costs of enforcing this Section 11, and other damages caused by your breach.**
- b. At any time, either RealPage or the Mass Claimants (the two “Sides”) may require that the administrator appoint a Process Arbitrator to decide any scheduling, discovery or other process issues the two Sides cannot resolve through discussion. Decisions of the Process Arbitrator are not subject to appeal.
- c. You may not file any Mass Claim in court or an arbitration until 240 days after the first delivery of a Claim Notice by a Mass Claimant or, if earlier, until Mass Claims Counsel certifies in writing that the Informal Resolution Period has ended for all or substantially all the Mass Claims.
- d. Once this no-filing period ends, each Side will select up to 10 Mass Claims for individual arbitrations under these Terms (“Initial Arbitrations”). This will help the two Sides test the strength of the Mass Claims.
- e. Soon after all Initial Arbitrations have ended (or sooner if both Sides agree), both Sides will engage in a single mediation of all remaining Mass Claims. For any mediation, RealPage will pay the mediator fees, provided RealPage agrees that the projected fees are reasonable. If the two Sides cannot agree on a mediator within 30 days, the administrator, a Process Arbitrator or a court will appoint the mediator. Both Sides must cooperate to schedule a mediation soon after the mediator is appointed.
- f. If the two Sides do not settle all Mass Claims within 30 days after the end of the mediation, either Side (the “Elector”) may give a written notice to the other Side (the “Receiver”) within 60 days after the end of the mediation (a “Group Election”). The Group Election must state that, in the Elector’s view, the Claims of the remaining Mass Claimants (the “Remaining Claimants”) include common issues of law or fact (“Common Issues”) best resolved through arbitrations between groups of Mass Claimants (“Qualifying Groups”) and RealPage (“Group Arbitrations”).
 - i. If either Side makes a Group Election, the Elector and Receiver must try in good faith to agree: (A) whether Group Arbitrations are warranted; (B) if so, how many Remaining Claimants, not more than 25, should be in each Qualifying Group; and (C) how Mass Claimants should be assigned to Qualifying Groups. If the two Sides cannot agree on the above matters in this Section 11f.i within 30 days, a Process Arbitrator will decide.

- ii Before the Remaining Claimants start a Group Arbitration, the two Sides will ask NAM how much it will charge for Group Arbitrations. Neither Side shall start a Group Arbitration before 30 days have run from NAM giving final price data for Group Arbitrations. During this period, either Side may give written notice to the other Side (a "NAM Rejection Notice") that it elects for arbitrators to conduct all Group Arbitrations without help from NAM. In such event, the two Sides will try to agree on arbitrators to conduct such Group Arbitrations. If they cannot agree, arbitrators will be selected and appointed by the American Arbitration Association ("AAA") pursuant to its List and Appointment process. AAA fees will be borne by the two Sides 50/50 unless AAA determines that fairness considerations mandate that RealPage bear a higher percentage of such fees. Once an arbitrator has been selected and retained for a Group Arbitration, such arbitrator will start and conduct such Group Arbitration per this Clause and such further procedures as such arbitrator shall adopt, with the presumption in favor of applying procedures based on the NAM Rules, even though NAM will not be managing the Group Arbitration.
 - iii No arbitrator in a Group Arbitration may decide any class Claim or any Claim for a public injunction.
 - iv The arbitrator in each Group Arbitration will decide who will bear the arbitrator's fees and charges, without regard to NAM rules that would otherwise apply. But, except where the Terms expressly provide to the contrary, RealPage will bear at least 50% of such fees and charges.
 - v If neither Side makes a timely Group Election, or if any of Your Claims cannot be resolved in a Group Arbitration for some other reason, each Side will be deemed to have certified and agreed that individual issues predominate over Common Issues of the Mass Claimants for all Your unresolved Claims and that Your unresolved Claims are best resolved through individual (not class action) lawsuits. **In such event, You may bring an individual lawsuit against RealPage to resolve any unresolved Claims, but You may not bring an arbitration against RealPage.** RealPage may still elect to require an individual arbitration of any Claims if You try to assert in court any Claims on a class or representative basis in contravention of the class action waiver.
- g. Absent Your and RealPage's written consent, no person may serve as arbitrator for more than one Initial Arbitration, Group Arbitration and/or Further Arbitration involving the Mass Claimants.
 - h. You agree that Mass Claims Counsel will act for You and all Mass Claimants.
 - i. You may not file any lawsuit or arbitration, other than an Initial Arbitration or Group Arbitration, until at least 90 days have run after the end of the mediation. **The statute of limitations on any Claim you bring will not run from the time you file a proper Claim Notice until you are first allowed to start a lawsuit or arbitration.**

While this Section 11 is designed to resolve Mass Claims fairly, quickly and efficiently, You understand that your Claim may not be selected for an Initial Arbitration or resolved in a Group Arbitration. You further understand that, in some cases, resolution of any Mass Claims you assert may be delayed by this Section 11.

12. Governing Law. Except as to the FAA referenced above, these Terms and all related matters, regardless of Your location, are solely governed by and construed under the laws of the State of Texas, without regard to conflicts of law principles.

13. Small Claims: Notwithstanding the provisions above, these Terms do not preclude You or RealPage from seeking remedies in any applicable small claims court on an individual (non-class) basis. However, if an appeal is allowed under the applicable small claims rules, You or RealPage may demand arbitration of any appeal of a small claims decision. In the event of an appeal, the parties agree the small claims judgment will be void and any proceedings in arbitration will be without regard to the decision in small claims court.

14. Severability, No Waiver, and Survival. Except as otherwise provided herein, if any provision of these Terms shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. RealPage's failure to exercise or enforce any right or provision in these Terms or insist upon compliance with any term or condition of these Terms shall not constitute a waiver of that right or provision or any other rights or provisions included within the Terms or excuse similar subsequent failure to perform any such term or condition by You.

15. Confidentiality. You and RealPage agree to keep confidential all aspects of each arbitration under these Terms, any confidential information produced in the arbitration and any arbitration award or decision. But, either party may disclose such information to the extent needed to pursue the arbitration, to appeal or confirm any award or to get professional services. Any court filing to appeal or confirm an award must be made under seal. At either party's request, the arbitrator shall enter an order protecting confidential information.

16. Changing Terms. You and RealPage may agree in writing to change any of these Terms at any time, before or after a dispute arises. Also, RealPage may waive any rights or amend these Terms at any time without providing written notice or obtaining your consent, solely to give you more rights and/or less duties.