

# User Agreement

## Introduction

10AntZone LLC and its subsidiaries (collectively, “10AntZone”, “we”, or “us”), provide an online sharing of information related to tenants. 10AntZone is accessible online including at 10AntZone.com and as an application for mobile devices. The 10AntZone websites, blog, mobile applications, and associated services are collectively referred to as “the Services”. By accessing or using the Services, including by communicating with us or other 10AntZone users, you agree to comply with, and be legally bound by, the provisions of these Terms of Service (these “Terms”), whether or not you become a registered user of the Services. These Terms govern your access to and use of the Services and constitute a binding legal agreement between you and 10AntZone.

These Terms, together with the 10AntZone privacy policy, cancellation policy, nondiscrimination policy, and the additional policies (together, the “Policies”) constitute the “Agreement” between you and 10AntZone (each a “Party” and together, “the Parties”).

**Modification.** 10AntZone reserves the right, at our sole discretion, to modify the Services or to modify the Agreement, including these Terms, at any time. If we modify these Terms, we will post the modification on the Services. We will also update the “Last Revised” date at the top of these Terms. If you continue to access or use the Services after we have posted a modification or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified terms. If the modified terms are not acceptable to you, your sole recourse is to stop using and accessing the Services and close your 10AntZone Account within 30 days. If you choose to close your 10AntZone Account, the previous effective version of these Terms will apply to you, unless you use the Services during the intervening 30 day period, in which case the new version of these Terms will apply to you.

## Eligibility, Registration, Verification

### Eligibility

The Services are intended solely for landlords who meet our requirements in the location where the property is registered, who are 18 or older and who are officially licensed or authorized to conduct business as income property owner or manager. Any use of the Services by anyone that does not meet these age requirements is expressly prohibited.

### Registration

To access certain features of the Services, you must sign up for an account with us (a “10AntZone Account”). You can create a 10AntZone Account by providing us your first and last name, email address, and other verifying information and creating a password. When you register as a landlord, you provide us with certain additional information about yourself. You must provide accurate, current, and complete information during the registration process. You must keep your 10AntZone Account up to date at all times. You agree under penalty of law that the information you provide is true and accurate and that you are indeed a landlord with current property or properties which are leased or rented on a for income basis. Based on information you provide, 10AntZone may impose additional requirements for you to use the system. To fight spam and abuse of the Services, 10AntZone has

implemented reCAPTCHA Enterprise, and your use of reCAPTCHA is subject to a separate Privacy Policy and Terms of Use.

## **Verification**

Where permitted, 10AntZone has the right, but not the obligation, to undertake screenings, checks, and engage in processes designed to help verify the identities or check the backgrounds of users, including all person using or entered into the database program. Verifying processes may include name, personal identifying information including but not limited to state and national issued identification, addresses, contact information, employment, references, national, state and city licenses or any other information deemed necessary to preform and operate valid services. 10AntZone does not endorse any company, user, or a user's background, or commit to undertake any specific screening process. 10AntZone may in its sole discretion use third-party services to verify the information you provide to us and to obtain additional related information and corrections where applicable, and you hereby authorize 10AntZone to request, receive, use, and store such information. 10AntZone may permit or refuse your request to use this system, search and input of the database at its sole and absolute discretion. 10AntZone may, but does not commit to, undertake efforts to ensure all information is completely verified. We do not make any representations about, confirm, or endorse the exactness of the records entered by all collective parties. We do have the right to adjust, review all entered information and strive for a information sharing system that facilitates a quick and accurate reflection of a tenant's past history and ability to pay and honor their contracts.

## **Fees, taxes**

### **Fees**

Many of the services we provide are free however there may be services which are provided by 10AntZone or other third-party companies which contain a fee. The fees we charge for using the Services and other cost structures will be itemized for your review. All payments will be processed automatically through EFT a bank of our choosing or by credit card automatic monthly reoccurring payment which will include a handling or processing fee. When you provide 10AntZone a payment method, you authorize 10AntZone, or third-party service providers acting on behalf of 10AntZone, to store your payment credential for future use in the event you owe 10AntZone any money. You authorize 10AntZone to use stored payment credentials for balances, background checks or other related fees including for searches, landlord fees, and tenant fees. In some cases, our payment processors have arrangements with card networks to automatically update stored payment credentials whenever you receive a new card (e.g., replacing an expired card or one that was reported lost or stolen) and we will rely on such updates to stored payment credentials for balances.

### **Collection of fees**

For paid services, 10AntZone and its service providers will employ all legal methods available to collect amounts due, including the engagement of collection agencies or legal counsel. 10AntZone, or the collection agencies we retain, may also report information about your 10AntZone Account to credit bureaus. As a result, late payments, missed payments, or other defaults on your 10AntZone Account may be reflected in your credit report. In addition to the amount due, delinquent accounts or chargebacks will be charged with fees and/or charges that are incidental to the collection of delinquent accounts or chargebacks including, but not limited to, collection fees, convenience

fees, and/or other third party charges. If you wish to dispute the information 10AntZone reported to a credit bureau (i.e., Experian, Equifax, or TransUnion), please contact help at 10AntZone.com. If you wish to dispute the information a collection agency reported to a credit bureau regarding your 10AntZone Account, you must contact the collection agency directly.

## **Taxes**

In certain jurisdictions, 10AntZone may enable the collection and remittance of certain taxes from or services, based on existing and future tax regulations, including marketplace facilitator regulations. The amount of taxes, if any, collected and remitted by 10AntZone will be visible to, and separately stated, to both landlords and tenants on their related documents and invoices. Where 10AntZone is facilitating the collection and remittance of taxes, customers are not permitted to collect the same taxes on the Services in relation to their property in that jurisdiction.

## **Your commitments**

You agree that you will always use your 10AntZone Account and the Services in compliance with these Terms, applicable law, and any other policies and standards provided to you by 10AntZone.

**Account Activity.** You are, and will be solely responsible for, all of the activity that occurs through your 10AntZone Account. Keep your 10AntZone Account information, including your password, secure. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your 10AntZone Account, whether or not you have authorized such activities or actions. You will immediately notify 10AntZone of any actual or suspected unauthorized use of your 10AntZone Account. We are not responsible for your failure to comply with this clause, or for any delay in shutting down or protecting your 10AntZone Account unless you have reported unauthorized access to us.

## **Content**

10AntZone Content and User Content License. Subject to your compliance with the provisions of these Terms, 10AntZone grants you a limited, revocable, non-exclusive, non-transferable license, to access and view any 10AntZone and/or user content to which you are permitted access, solely for your purposes to manage and report on your managed properties. You have no right to sublicense the license rights granted in this section. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by 10AntZone or its licensors, except for the licenses and rights expressly granted in these Terms.

**User Content.** We may, in our sole discretion, permit you to post, upload, publish, submit or transmit content through the Services such as, reviews, feedback, and tenant information and history. By making available any content on or through the Services, or through 10AntZone promotional campaigns, you grant 10AntZone a worldwide, irrevocable, perpetual (or for the term of the protection), non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such content on, through, by means of,

or to promote or market the Services. Except as described above with respect to 10AntZone information provided to landlords, 10AntZone does claim any ownership rights.

**Content Utilization:** Information submitted by landlords, managers or persons acting for the reporting agencies including but not limited to names, addresses, rental status, payment history or any other identifying information may be used for database compilation, report generation, marketing information or tangible or nontangible means and remuneration.

## **Prohibited activities**

In connection with your use of or access to the Services, you agree that you will not, nor advocate, encourage, request, or assist any third party to:

### **Violate any law, including:**

- Breach, violate, and/or circumvent any local, state, provincial/territorial, regional, or national law or other law or regulation, or any order of a court, including, without limitation, personal identifiable information, fair housing act or any other regulated State or Federal privacy information.
- Post false, inaccurate, misleading, defamatory, or libelous content or information.
- Infringe, reproduce, perform, display, distribute, reverse engineer, or prepare derivative works from content that belongs to or is licensed to 10AntZone, or that comes from the Services and belongs to another 10AntZone user or to a third party, including works covered by any copyrights, trademark, patent, or other intellectual property, privacy, publicity, moral, or contractual rights, except with prior express written permission of 10AntZone.

### **Dilute, tarnish, or otherwise harm the 10AntZone brand in any way, including:**

- Through unauthorized use of the Services and/or user content
- Registering and/or using "10AntZone" or derivative terms in domain names, trade names, trademarks, or otherwise
- Registering and/or using domain names, trade names, trademarks, social media account names, or other means of identification that closely imitate or are confusingly similar to 10AntZone domains, trademarks, taglines, promotional campaigns, or 10AntZone and/or user content.

### **Provide or submit any false or misleading information, including:**

- False name, date of birth, driver's license details, payment method, insurance, or other personal information
- In relation to a claim
- By registering for a 10AntZone Account on behalf of an individual other than yourself
- Impersonating any person or entity, or falsifying or otherwise misrepresenting yourself or your affiliation with any person or entity

### **Fail to honor your commitments, including:**

- Fail to pay fees, penalties, or other amounts owed to 10AntZone.
- Transfer your 10AntZone Account and/or user ID to another party without our consent

### **Harm or threaten to harm users of our community, including:**

- Harass, stalk, or defame any other 10AntZone user or collect or store any personally identifiable information about any other user other than for purposes of transacting as a landlord or tenant in accordance with these Terms.
- Engage in physically or verbally abusive or threatening conduct.
- Use the Services to transmit, distribute, post, or submit any information concerning any person, tenant or entity, including without limitation, photographs, personal contact information, payment method details, PII addresses, (Personal Identifiable Information) without their written consent. The information provide, gathered and used within the 10AntZone app, file or website is to be used exclusively for the purposes of 10AntZone and its users and affiliates.
- Treat anyone differently based on the way they look, who they love, what they believe, how they self-identify, where they are from, or when they were born. Discrimination of any kind is not tolerated in the 10AntZone community.
- Sue or assert legal claims against 10AntZone or a 10AntZone user in any manner prohibited or waived by these Terms.

### **Use the Services for your own unrelated purposes, including to:**

- Contact another 10AntZone user for any purpose other than in relation to the use of the Services by such user.
- Commercialize any content found on the Services or software associated with the Services, including reviews, ratings or PII.
- Harvest or otherwise collect information about users without our written consent.
- Recruit or otherwise solicit any user to join third-party services or websites that are competitive to 10AntZone, without our prior written approval.

### **Not to Interfere with the operation of the Services, including by:**

- Interfering with any other user's listings
- Using the Services in connection with the distribution or posting of unsolicited commercial messages (e.g., spam)
- Distributing viruses or any other technologies such as cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, backdoors, packet or IP spoofing, forged routing or e-mail address information, or similar methods or technology that may disrupt or interfere with the operation or provision of the Services, or harm 10AntZone or the interests or property of others
- Bypassing robot exclusion headers, interfering with the working of the Services, or imposing an unreasonable or disproportionately large load on our infrastructure
- Systematically retrieving data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, directory, or the like, whether by manual methods, or through the use of bots, crawlers, spiders, or otherwise

- Using, displaying, mirroring, or framing the Services or any individual element within the Services, the 10AntZone name, any 10AntZone trademark, logo, or other proprietary information, or the layout and design of any page or form contained on a page in the Services, without the express written consent of 10AntZone
- Accessing, tampering with, or using non-public areas of the Services, our computer systems, or the technical delivery systems of our service providers
- Attempting to probe, scan, or test the vulnerability of any of our system or network or breach any security or authentication measures
- Avoiding, bypassing, removing, deactivating, impairing, descrambling, or otherwise circumventing any technological measure implemented by 10AntZone or any of our service providers or any other third party (including another user) to protect the Services
- Forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way using the Services to send altered, deceptive, or false source-identifying information
- Attempting to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Services
- Endeavoring to circumvent a suspension, termination, or closure of your 10AntZone Account or the account of another 10AntZone user, including, but not limited to, creating a new 10AntZone Account or listing vehicles affiliated with or registered to a 10AntZone Account holder that has been suspended, terminated, or closed

## Other legal matters

**Violations.** 10AntZone has the right, but not the obligation, to investigate, pursue, and seek to prosecute, litigate, or refer to law enforcement, violations of the Agreement to the fullest extent permissible by the law.

10AntZone reserves the right, at any time and without prior notice, in accordance with applicable law, to remove or disable access to any content that 10AntZone, at its sole discretion, considers to be objectionable for any reason, in violation of these Terms, or otherwise harmful to the Services or our community. If we believe you are abusing 10AntZone, our users, or any other person in any way or violating the letter or spirit of any of these Terms, we may, in our sole discretion and without limiting other remedies, limit, suspend, or terminate your 10AntZone Account and access to the Services, remove landlord content, and take technical and/or legal steps to prevent you from using the Services. Additionally, we reserve the right to refuse or terminate access to the Services to anyone for any reason at our discretion to the full extent permitted under applicable law.

**Policy enforcement.** When an issue arises, we may consider the user's performance history and the specific circumstances in applying our Policies. We may choose to be more lenient with policy enforcement in an effort to do the right thing, subject to our sole and absolute discretion.

**Communications with you.** You agree that 10AntZone may contact you by electronic means (e.g., electronic mail; notifications via 10AntZone messaging; app notification) in lieu of any requirement for mailed notices. To contact you more efficiently, you agree that we may at times also contact you using autodialed or prerecorded message calls or text messages at your phone number(s). We may place such calls or texts primarily to confirm your signup, provide notices regarding your 10AntZone Account or 10AntZone Account activity, investigate or prevent

fraud, collect a debt owed to us, or communicate urgent messages. We may share your phone number(s) with service providers with whom we contract to assist us in pursuing these interests. We will not share your phone number(s) with third parties for their own purposes without your consent. Standard telephone minute and text and data charges may apply. Where 10AntZone is required to obtain your consent for such communications, you may choose to revoke your consent.

You authorize 10AntZone and its service providers, without further notice or warning and in our discretion, to monitor or record telephone conversations you or anyone acting on your behalf has with 10AntZone or its agents for quality control and training purposes. You acknowledge and understand that your communications with 10AntZone may be overheard, monitored, or recorded without further notice or warning. If you do not wish to have your call recorded, please contact us instead in writing through help at 10AntZone.com.

**Non-disparagement.** The Parties agree that they will not take any action that will harm the reputation of the other Party, or which would reasonably be expected to lead to unwanted or unfavorable publicity to either of the other Party.

**Insurance and protection plans.** 10AntZone is not an insurance company and does not insure landlords or tenants. 10AntZone does not offer any written or implied guarantees to database information accuracy. Database is a collective association of many organizations input and data transfer in order to provide a more detail effective and efficient method of reporting and screening for all users.

## Dispute resolution

**Applicable law.** Agreement to Arbitrate. The Parties each agree that any and all disputes, claims, or controversies that have arisen or may arise at any time between you and 10AntZone (including its respective subsidiaries, employees, officers, directors, agents, third-party agents, organizations or products) will be resolved by binding arbitration according to the procedure set forth below. For the purpose of this Agreement to Arbitrate, "disputes," "claims," and "controversies" shall have the broadest possible meaning that will be enforced and includes, any and all disputes and/or claims that arise out of or in any way relate to your relationship with 10AntZone, including but not limited to: (1) your use of the Services, (2) the Agreement, these Terms and/or this Agreement to Arbitrate, including the interpretation, validity, enforceability, or scope of this Agreement to Arbitrate, or (3) your use of, or access to the Services, and anything sold, offered, or purchased through the Services. Through this Agreement to Arbitrate, and subject to the below exceptions, the Parties intend to arbitrate all disputes or claims regardless of whether they are based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable theory and regardless of whether they arose or accrued before the Parties entered into this Agreement to Arbitrate. For avoidance of doubt, the Parties expressly agree that this Agreement to Arbitrate encompasses all disputes or claims pertaining to the validity, enforceability, or scope of this Agreement to Arbitrate and any such disputes or claims will be referred to binding arbitration and will be resolved by the arbitrator and not a court.

**Exceptions to Agreement to Arbitrate** The only exceptions to this Agreement to Arbitrate are as follows:

- Disputes or claims that can be brought in small claims court
- Injunctive or equitable relief to prevent the actual or threatened infringement, misappropriation, or violation of a Party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights. However, the Parties agree that any court proceedings shall be stayed pending the final resolution in arbitration of any arbitrable claims or issues

- Any cause of action or claim for relief which cannot be arbitrated as a matter of applicable statute or public policy. However, the Parties agree that any such court proceedings shall be stayed pending the final resolution in arbitration of any arbitrable claims or issues
- In the event California law is found to apply to this Agreement to Arbitrate, any remedy of public injunctive relief (i.e., injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the general public). However, the Parties agree that any such court proceedings shall be stayed pending the final resolution in arbitration of arbitrable claims, causes of action, or issues

**Arbitration procedures.** Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. An arbitrator can award the same damages and relief on an individual basis that a court can award to an individual.

The arbitration will be conducted by FairClaims in accordance with its Arbitration Rules and Procedures effective at the time a claim is made. Where the relief sought is \$25,000 or less (not including attorneys' fees and expenses), those Arbitration Rules and Procedures may limit the proceeding to a written submission and, if requested or at the arbitrator's discretion, there may be a live hearing by teleconference or videoconference. Where the relief sought is \$25,001 or more (not including attorneys' fees and expenses), those Arbitration Rules and Procedures may provide for limited discovery and streamlined proceedings. In the event FairClaims declines to or is unable to adjudicate the claim, the arbitration will be conducted by representation of the Utah common law and court system under its Commercial Arbitration Rules, as modified by this Agreement to Arbitrate.

In all cases in which a live hearing is requested or required, you and/or 10AntZone may attend by video or phone. To the extent a location must be established for the arbitration, it shall be held in the county in which you reside or at another mutually agreed location. SUBJECT TO UTAH LAW, AT 10AntZone DISCRETION.

The arbitrator will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different users but is bound by rulings in prior arbitrations involving the same 10AntZone user to the extent required by applicable law. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Where permitted, the Parties agree that all communications, evidence, and rulings in the arbitration will remain confidential, except as reasonably necessary to enforce or implement such rulings or this Agreement to Arbitrate.

## **Indemnification**

You agree to release, defend, indemnify, and hold 10AntZone and its subsidiaries, officers, directors, employees, and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with: (1) your access to or use of the Services, (2) your violation of these Terms, (3) your user content, (4) your interaction with any other user of the Services. This indemnification provision is a fundamental element of the basis of the bargain between 10AntZone and you. It shall apply to the extent permitted by applicable law, and any aspects of it that are deemed unenforceable shall be severed while leaving the remainder in effect.

## **Contact us**



10AntZone can be contacted in the United States at 3902 Ogden Ave, South Ogden, Utah 84403. If you have any questions for us concerning the Agreement, or 10AntZone generally, please contact us at in help at 10AntZone.com.

## **Governing law**

The parties agree that the substantive laws of the state of Utah apply to these Terms and the Agreement without regard to conflict of law provisions.

## **Severability and non-waiver**

In the event any provision of these Terms is held to be void, voidable, or unenforceable, the remaining provisions shall remain in full force and effect. The failure of any Party to enforce any provision of these Terms shall not be construed to be a waiver of such provision, or any other provision, nor in any way to affect the validity of these Terms or any part of these Terms, or any right of any Party to enforce that provision or each and every other provision at any time. No waiver of any breach of these Terms shall constitute or be deemed a waiver of any other breach.

## **General**

10AntZone does not appoint you or any other user as its employee, mandatory, legal agent, or form any kind of legal partnership or joint venture. You are not authorized to make any commitments on behalf of 10AntZone and 10AntZone will not make commitments on your behalf, except as contemplated by the Services or expressly stated in these Terms.

The Agreement, including these Terms, states the entire understanding between you and 10AntZone concerning your access to and use of the Services and supersedes any earlier verbal or written communications between us. You may not delegate your legal obligations or transfer any of your rights, in whole or in part, to any third party without advance written consent of 10AntZone. You will remain responsible for your obligations hereunder in any event. A 10AntZone Director or Officer must agree to any modification or waiver of any term of the Agreement in writing. Headings are for reference purposes only and do not limit the scope or extent of such section.