

RELEASE, DISCLAIMER, AND USER ACKNOWLEDGMENTS

NOTICE: THIS AGREEMENT IS SUBJECT TO A BINDING ARBITRATION. THIS NOTICE IS GIVEN IN ACCORDANCE WITH S.C. CODE ANN. § 15-48-10.

1. DEFINITIONS.

For purposes of this **Release, Disclaimer, and User Acknowledgments** (this **Clause**), the following terms apply:

- **Portal Operator** means the entity that owns and operates the South Carolina-based online portal that connects renters and landlords (the **Portal**).
- **User** means any person or entity that accesses or uses the Portal, including any renter, prospective renter, landlord, prospective landlord, property manager, or other participant.
- **Landlord** means any User offering, advertising, or providing a rental property, unit, or housing-related services through the Portal.
- **Renter** means any User seeking, applying for, or renting a rental property or unit through the Portal.
- **Content** means any listing, profile, message, application information, images, documents, pricing, availability, terms, or other information posted, transmitted, or otherwise made available by any User through the Portal.
- **Transaction** means any interaction, negotiation, application, screening, lease, payment arrangement, move-in, occupancy, or other dealing between or among Users, whether initiated through the Portal or occurring off-platform.

2. INTERMEDIARY STATUS; NO AGENCY; NO PARTY TO LEASES.

2.1. Marketplace only. The Portal Operator provides a technology platform that enables Renters and Landlords to locate and communicate with each other. The Portal Operator is a **third-party intermediary** and **is not a party** to any Transaction, lease, rental agreement, or other agreement between Users.

2.2. No agency or fiduciary relationship. The Portal Operator does not act as an agent, broker, attorney, fiduciary, or representative of any User, and no partnership, joint venture, employment, or agency relationship is created by use of the Portal.

2.3. User-to-user responsibility. Users are solely responsible for (a) negotiating and entering into any lease or other agreement, (b) verifying identity, authority, and eligibility of the

other party, (c) confirming property condition, habitability, safety, legality, and compliance with applicable law, and (d) determining the suitability of any Transaction.

3. DISCLAIMER OF WARRANTIES; NO VERIFICATION; NO ADVICE

3.1. No warranties. To the maximum extent permitted by South Carolina law, the Portal and all Content are provided on an "as is" and "as available" basis. The Portal Operator disclaims all warranties, whether express, implied, or statutory, including any implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, accuracy, completeness, and quiet enjoyment.

3.2. No verification or endorsement. The Portal Operator does not and is not obligated to (a) verify any User's identity, background, licensure, authority, ownership, or right to rent; (b) verify any listing, pricing, availability, or property condition; or (c) endorse any User, property, or Transaction.

3.3. No legal/financial/housing advice. The Portal Operator does not provide legal, tax, financial, real estate, or housing advice. Users should obtain independent professional advice as appropriate.

4. RELEASE OF CLAIMS; WAIVER OF LIABILITY (INCLUDING NEGLIGENCE); ATTORNEY'S FEES.

4.1. Release. In consideration of being permitted to access and use the Portal, and intending to be legally bound, the User **releases and forever discharges** the Portal Operator and its owners, officers, directors, employees, contractors, and agents (collectively, the **Released Parties**) from any and all claims, demands, causes of action, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and costs) of every kind and nature, whether known or unknown, suspected or unsuspected, arising out of or relating to:

- a)** any Transaction or dispute between Users (including any lease formation, performance, nonperformance, termination, eviction-related communications, or payment arrangements);
- b)** any property condition, habitability issue, injury, theft, property damage, or other harm occurring at or relating to any rental property identified through the Portal;
- c)** any inaccuracy, omission, or misrepresentation in any Content supplied by any User; and
- d)** any communications or interactions between Users, whether on or off the Portal.

4.2 Express negligence waiver. The User agrees that this release and waiver **includes claims based on the Released Parties' alleged negligence** (including, by way of example only, alleged negligent operation of the Portal, alleged negligent display, hosting, or transmission of Content, or alleged negligent failure to remove or restrict Content), **but does not include** claims arising from a Released Party's gross negligence, willful misconduct, or fraud to the extent such limitation is not permitted under South Carolina law.

4.3 Scope and construction. The User acknowledges that South Carolina law construes exculpatory provisions strictly; therefore, the User agrees that the intent of this Clause is to allocate risk to the User for User-to-User Transactions and to protect the Portal Operator in its role as a third-party intermediary, and the User affirms that the User has had a meaningful opportunity to review this Clause before accepting it.

4.4 Assumption of Risk. The User understands and agrees that Transactions between Renters and Landlords involve inherent risks (including risks of fraud, misrepresentation, unsafe conditions, nonpayment, and personal injury). The User **voluntarily assumes all such risks**, whether foreseeable or unforeseeable, arising out of or relating to the User's use of the Portal and any Transaction.

4.5 Attorney's Fees.

4.5.1 Definitions.

a) "Claim" means any claim, dispute, controversy, demand, action, suit, proceeding, or cause of action of any kind, whether in contract, tort, equity, or under statute, arising out of or relating to the Portal, a User's access to or use of the Portal, or this Agreement, including its interpretation, construction, performance, enforcement, or alleged breach.

b) "Prevails/Prevailing" means, with respect to a Claim, that the Portal Operator obtains (a) a final judgment, order, or award in its favor on the merits of all or a material part of the Claim, (b) dismissal of all or a material part of the Claim with prejudice, (c) injunctive or declaratory relief substantially consistent with the Portal Operator's requested relief, and/or (d) a settlement in which the Claim is dismissed and the relief obtained by the Portal Operator is substantially consistent with the Portal Operator's position. The Portal Operator may be the Prevailing party whether it is the claimant, counterclaimant, cross-claimant, third-party claimant, or respondent/defendant.

c) All definitions set forth in Section 1 of this Agreement are also incorporated by reference herein.

4.5.2 Fee-Shifting in Favor of Portal Operator.

4.5.2.1. User obligation to pay Portal Operator's fees and costs if Portal Operator prevails. If the Portal Operator Prevails in any Claim, **whether the Claim is brought by a User against the Portal Operator or brought by the Portal Operator against a User**, then the User shall be responsible for, and shall promptly pay to the Portal Operator, the Portal Operator's **reasonable attorneys' fees and costs** incurred in connection with such Claim.

4.5.2.2. Scope of recoverable amounts. Recoverable "attorneys' fees and costs" include, but are not limited to and to the fullest extent permitted by applicable law, (a) reasonable attorneys' fees; (b) court costs and filing fees; (c) service of process and subpoena costs; (d) reasonable costs of investigation, document collection, and production; (e) reasonable expert and consultant fees and expenses; and (f) reasonable fees and costs incurred in enforcing this Section, including post-judgment collection and any appeal.

4.5.2.3. Apportionment. If the Portal Operator Prevails as to some, but not all, Claims or issues, the Portal Operator shall be entitled to recover reasonable attorneys' fees and costs reasonably attributable to the Claims or issues on which it Prevails, as determined by the court (or other adjudicator) with jurisdiction.

4.5.2.4. Timing; procedure. The Portal Operator may seek recovery of attorneys' fees and costs by motion, application, or other procedure permitted by the applicable rules of the forum. The User's payment obligation under this Section is independent of, and in addition to, any other remedies available to the Portal Operator at law or in equity.

5 USER CONDUCT; LEGAL COMPLIANCE; PROHIBITED USES.

5.2 Compliance with law. The User will use the Portal in compliance with all applicable federal, state, and local laws, rules, and regulations.

5.3 Prohibited conduct. The User will not use the Portal to:

- a) send unsolicited spam or unauthorized bulk messages to other Users except as permitted by applicable law;

- b) post, transmit, or promote Content that is false, misleading, deceptive, pornographic, obscene, or unlawful;
- c) misuse, misappropriate, or infringe any intellectual property or other rights of any third party; or
- d) engage in illegal or immoral activities through the Portal, as determined under applicable law.

5.4. Cooperation and policy compliance. The User agrees to comply with the Portal Operator's posted policies applicable to use of the Portal and to cooperate in reasonable efforts to address complaints, privacy requests, and opt-out/unsubscribe requests communicated through Portal tools, if any.

5.5. Limitation of Liability. To the maximum extent permitted by South Carolina law, in no event will any Released Party be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, or for loss of profits, loss of data, loss of goodwill, business interruption, or substitute housing costs, arising out of or relating to the Portal, any Content, or any Transaction, even if advised of the possibility of such damages. To the maximum extent permitted by South Carolina law, the aggregate liability of the Released Parties for any claim arising out of or relating to the Portal will not exceed the total amount paid by the User (if any) to the Portal Operator for access to the Portal during the three (3) months preceding the event giving rise to the claim.

6. SOUTH CAROLINA GOVERNING LAW; VENUE.

This Clause, and any dispute between the User and the Portal Operator arising out of or relating to the Portal, this Clause, or any alleged extra-contractual facts (including alleged fraud, misrepresentation, negligence, tort, or statutory violations), will be governed by, construed, and enforced in accordance with the laws of the State of South Carolina, without regard to conflict-of-laws rules that would apply another jurisdiction's laws. Subject to applicable law, the parties consent to exclusive venue and personal jurisdiction in the state and federal courts located in South Carolina for any action not subject to a valid and enforceable alternative dispute resolution agreement between the User and the Portal Operator.

7. CONFIDENTIALITY; COMPELLED DISCLOSURE; RETURN/DESTRUCTION; DATA PROCESSING.

7.1. Definitions.

- Confidential Information means any non-public information disclosed or made available (directly or indirectly) by or on behalf of a User or the Portal Operator to

the other in connection with the Portal or any communications or transactions initiated through the Portal, whether disclosed orally, visually, electronically, or in writing, including: (a) messages and communications between Users; (b) application information and supporting documents; (c) screening-related information; (d) non-public pricing, terms, and negotiation communications; (e) non-public business, technical, operational, or security information about the Portal; and (f) any other information that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes information that constitutes trade secrets to the extent protected under applicable law.

- Authorized Persons means, with respect to a receiving party, that party's directors, officers, employees, agents, representatives, contractors, and advisors who have a legitimate need to know the Confidential Information for purposes permitted by this Agreement and who are bound to protect it consistent with this Clause.
- All definitions set forth in Section 1 of this Agreement are also incorporated by reference herein.

7.2. Scope; Exclusions; Burden of Proof.

7.2.1. Scope. Confidential Information remains the disclosing party's Confidential Information unless and until an exclusion in Section 2.2 applies.

7.2.2. Exclusions. Confidential Information does not include information that the receiving party can demonstrate: (a) is or becomes publicly known through no wrongful act or breach of this Agreement by the receiving party or any Authorized Person; or (b) is disclosed to the receiving party by a third party without violation of any obligation owed to the disclosing party.

7.2.3. Burden of proof. The receiving party bears the burden of proving that an exclusion applies.

7.3. Recipient's Obligations; Standard of Care; Limited Use.

7.3.1. Confidentiality and non-disclosure. The receiving party shall keep Confidential Information strictly confidential and shall not disclose it to any third party except to Authorized Persons as permitted by this Clause.

7.3.2. Standard of care. The receiving party shall protect the Confidential Information using at least the same degree of care it uses to protect its own confidential information of like importance, but in no event less than a reasonable standard of care.

7.3.3. Use restriction. The receiving party shall use Confidential Information solely as necessary to (a) use the Portal as intended, (b) communicate with the other party through the Portal, and/or (c) evaluate, negotiate, enter into, and perform a potential or actual rental relationship initiated through the Portal. The receiving party shall not use Confidential Information for any purpose that is incompatible with the purpose for which it was provided or subsequently authorized by the disclosing party.

7.3.4. Responsibility for Authorized Persons. The receiving party shall: (a) limit disclosure of Confidential Information to Authorized Persons with a need to know; (b) ensure Authorized Persons are obligated to protect the Confidential Information consistent with this Clause; and (c) be responsible for any unauthorized use or disclosure by any Authorized Person as if it were the receiving party's own breach.

7.3.5. No license; ownership. All right, title, and interest in and to Confidential Information remains with the disclosing party. No license or other rights of any kind are granted by implication or otherwise except the limited right to use Confidential Information as expressly permitted by this Clause.

7.4. Compelled Production; Notice; Cooperation.

7.4.1. Permitted compelled disclosure. Nothing in this Clause prohibits a receiving party from disclosing Confidential Information to the extent required by applicable law, regulation, court order, subpoena, discovery request, or other lawful process, provided the receiving party acts in good faith on advice of counsel.

7.4.2. Notice and cooperation. To the extent legally permitted, before making any compelled disclosure, the receiving party shall provide the disclosing party prompt written notice of the required disclosure and shall reasonably cooperate (at the disclosing party's expense) with the disclosing party's efforts to seek protective treatment or other appropriate limitations on disclosure. Cooperation does not require the receiving party to take any action that, on advice of counsel, would reasonably be expected to result in sanctions or penalties.

7.5. Return/Destruction.

7.5.1. Upon the earlier of (a) the disclosing party's written request, (b) termination of the receiving party's relationship with the Portal, or (c) when the Confidential Information is no longer required for the permitted purposes, the receiving party shall promptly return or permanently destroy (and, upon request, certify destruction of) the

disclosing party's Confidential Information in the receiving party's possession or control, except to the extent retention is required by applicable law or routine, immutable system backups; provided that any retained Confidential Information remains subject to this Clause for so long as retained.

7.6. Term; Survival.

7.6.1. Term. The obligations in this Clause begin upon first access to or use of the Portal and apply to all Confidential Information disclosed at any time during the receiving party's use of the Portal.

7.6.2. Survival. The receiving party's confidentiality, non-use, and protection obligations under this Clause survive termination of the receiving party's use of the Portal for twenty-four (24) months, except that obligations with respect to trade secrets survive for so long as the information remains a trade secret under applicable law.

7.7. Acknowledgment; Remedies. The receiving party acknowledges that the disclosing party's Confidential Information is a valuable proprietary asset and may include trade secrets, and that unauthorized use or disclosure may cause irreparable harm. The receiving party agrees that the disclosing party may seek all remedies available at law or in equity for breach of this Clause.

8. DISPUTE RESOLUTION (MEDIATION AND ARBITRATION); GOVERNING LAW; VENUE.

8.1. Definitions.

8.1.1. Agreement means the contract in which this Dispute Resolution clause is included.

8.1.2. Parties means the parties to the Agreement.

8.1.3. Dispute means any dispute, controversy, or claim between the Parties arising out of, relating to, or in any way connected with the Agreement, including its formation, interpretation, performance, breach, termination, validity, scope, or enforceability, and including alleged extra-contractual or tort claims to the maximum extent permitted by law.

8.1.4. AAA means the American Arbitration Association.

8.1.5. Business Day means a day other than a Saturday, Sunday, or legal holiday in South Carolina.

8.1.6. All definitions set forth in Section 1 of this Agreement are also incorporated by reference herein.

8.2. Good-Faith Negotiation (Condition Precedent).

8.2.1. Notice of Dispute. Any User asserting a Dispute against the Portal Operator must give the Portal Operator written notice describing the Dispute in reasonable detail and the relief requested.

8.2.2. Negotiation Period. Within ten (10) Business Days after receipt of the notice, authorized representatives of the Parties must confer in good faith to attempt to resolve the Dispute. If the Dispute is not resolved within twenty (20) Business Days after the initial conference (or such other period the Parties agree in writing), either Party may initiate mediation under Section 3.

8.3. Mediation (Binding Requirement to Participate).

8.3.1. Mandatory Mediation. As a condition precedent to arbitration under Section 4 (except as provided in Section 6), the Parties must submit the Dispute to non-binding mediation and must participate in the mediation in good faith.

8.3.2. Administrator and Rules. The mediation will be administered by the AAA under its applicable mediation procedures, unless the Parties agree in writing to a different administrator or procedures.

8.3.3. Mediator Selection. The mediator will be selected by mutual agreement of the Parties. If the Parties do not agree on a mediator within ten (10) Business Days after a mediation request, the mediator will be appointed by the AAA.

8.3.4. Location and Format. Unless the Parties agree otherwise in writing, the mediation will take place in Horry County in South Carolina specified in the Agreement (or, if not specified, in the county in South Carolina where performance primarily occurs), and may be conducted in person, by video conference, or in a hybrid format as the mediator determines after consulting the Parties.

8.3.5. Timing. The mediation session must occur within forty-five (45) days after the mediation request unless the Parties agree otherwise in writing or the mediator's schedule requires a later date.

8.3.6. Confidentiality. The mediation is confidential to the fullest extent permitted by law. Mediation communications are settlement discussions and are not admissible in any later proceeding, except to enforce a written settlement agreement or as otherwise required by law.

8.3.7. Costs. The Parties will share the mediator's fees and AAA administrative fees equally, and each Party will bear its own attorneys' fees and internal costs for the mediation, unless a written settlement agreement provides otherwise.

8.4. Arbitration (Final and Binding; Exclusive Merits Forum).

8.4.1. Agreement to Arbitrate. If a Dispute is not resolved by mediation under Section 3, the Portal Operator will have the sole power to require the Dispute to be resolved solely and finally by binding arbitration.

8.4.2. Governing Arbitration Law. The arbitration will be governed by the Federal Arbitration Act to the fullest extent applicable.

8.4.3. Administrator and Rules. The arbitration will be administered by the AAA in accordance with the AAA Commercial Arbitration Rules then in effect, except as modified by this clause.

8.4.4. Seat, Venue, and Language. The seat and hearing location of the arbitration will be in Horry County in South Carolina specified in this Agreement (or, if not specified, in the county in South Carolina where performance primarily occurs). The arbitration will be conducted in English.

8.4.5. Arbitrator(s). The arbitration will be decided by one (1) neutral arbitrator unless the Parties agree in writing to three (3) arbitrators. If the Parties do not agree on the arbitrator(s), the arbitrator(s) will be appointed in accordance with the AAA rules, unless the parties agree otherwise.

8.4.6. Authority; Applicable Law. The arbitrator(s) will decide all issues submitted and will adjudicate the Dispute in accordance with the substantive laws of the State of South Carolina, without regard to its conflict-of-laws principles.

8.4.7. Written Award. The arbitrator(s) must issue a written, signed, and dated award that includes written findings of fact and the reasons for the decision.

8.4.8. Relief. The arbitrator(s) may award monetary damages and, to the extent permitted by applicable law, equitable relief including specific performance. The arbitrator(s) may not award relief that a court of competent jurisdiction could not award under applicable law.

8.4.9. Costs and Attorneys' Fees. Each Party will bear its own attorneys' fees and its own costs relating to the arbitration proceedings, irrespective of outcome, unless applicable law expressly authorizes a fee- or cost-shifting award for the claim(s) at issue.

8.4.10. Judgment on Award. Judgment on the arbitration award may be entered in any court having jurisdiction.

8.5. Exclusivity; Waiver of Jury Trial.

8.5.1. Exclusive Merits Process. Except as expressly permitted by Section 6, mediation followed by arbitration under this clause is the sole and exclusive method for resolving any Dispute.

8.5.2. Jury Trial Waiver. To the fullest extent permitted by law, the Parties waive any right to a trial by judge or jury for any Dispute that is subject to arbitration under this clause.

8.6. Provisional and Injunctive Relief (Court Carve-Out).

Notwithstanding Sections 3 and 4, either Party may seek temporary, preliminary, or emergency injunctive relief (including a temporary restraining order) in a court of competent jurisdiction when, in that Party's reasonable judgment, such relief is necessary to avoid irreparable harm or to preserve the status quo pending completion of mediation and arbitration. Seeking such relief does not waive arbitration and does not constitute a submission of the merits of any Dispute to a court.

8.7. Survival; Severability.

8.7.1. Survival. This Dispute Resolution clause survives expiration or termination of the Agreement.

8.7.2. Severability. If any portion of this clause is held invalid or unenforceable, the remaining portions will remain in full force and effect, and the invalid or unenforceable

portion will be enforced to the maximum extent permitted by law consistent with the Parties' intent to resolve Disputes by mediation and arbitration.

9. ELECTRONIC ACCEPTANCE; CONSPICUOUSNESS; SEVERABILITY.

9.1. Electronic acceptance. The User agrees that clicking "I agree," "Accept," or similar, or otherwise using the Portal after being presented with this Clause, constitutes the User's electronic signature and acceptance, and forms a binding agreement between the User and the Portal Operator.

9.2. Conspicuousness. The User acknowledges that the release, waiver, and limitation of liability provisions are conspicuous and material terms, and that the User accepts them voluntarily.

9.3. Severability. If any provision of this Clause is held invalid or unenforceable, the remaining provisions will remain in full force and effect, and any invalid or unenforceable provision will be enforced to the maximum extent permitted by South Carolina law consistent with the parties' intent.