

# WeissPI.com-- Conditions of Use

Welcome to WeissPI.com. Weiss Family Limited Partnership, through its general partner, Weiss Properties, Inc., is providing services through this website subject to the following terms and conditions: These terms of service (these “Terms” or the “Agreement”) apply to persons or entities accessing this website (collectively, the “Site”), including without limitation tenants and potential tenants (collectively, with all persons or entities who access the Site, “Users,” “your Company” “you” or “your”).

The Site is owned and operated by WeissPI.com (collectively, with its subsidiaries and affiliates, “Weiss”, “we”, “us” or “our”).

Weiss Properties, Inc., a California corporation, having its principal place of business at 150 North San Gabriel Boulevard, #700, Pasadena, CA 91107 and its affiliates (Weiss Family Limited Partnership) own and operate this proprietary Site through which various services (“Services”) may be offered.

As a condition of User's access to the Site, and in consideration of the mutual covenants and agreements set forth below, Weiss and User agree as follows:

1. License. Weiss grants to User a limited, non-transferable, non-exclusive revocable license to access and use the Services generally provided through the Site for internal business use, upon the terms and subject to the conditions set out in this Agreement.

**IMPORTANT – PLEASE READ CAREFULLY.** THESE TERMS CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND WEISS. THIS AGREEMENT ALONG WITH ANY OTHER TERMS THAT MAY BE POSTED ON THE SITE WITH RESPECT TO SERVICES PROVIDED HEREIN, AND ANY OTHER WRITTEN AGREEMENTS OR CONTRACTS BETWEEN YOU AND WEISS THAT EXPRESSLY INCORPORATE THESE TERMS BY REFERENCE, SET FORTH THE COMPLETE TERMS AND CONDITIONS UNDER WHICH YOU MAY ACCESS AND USE THE SITE AND THE SERVICES. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT USE THE SITE OR THE SERVICES.

## 2. YOUR ACCEPTANCE of the terms of this Condition of Use.

2.1 Weiss is pleased to provide the Site and the Services conditioned upon your acceptance, and we hope that you will find the Site useful. BY USING THE SITE, YOU EXPRESSLY ACCEPT AND CONSENT TO THESE TERMS WITHOUT QUALIFICATION. WEISS MAY AMEND THESE TERMS FROM TIME TO TIME. SHOULD THESE TERMS BE MODIFIED IN ANY WAY, THE NEW TERMS WILL BE POSTED TO THIS WEBPAGE. BY USING THE SITE AFTER THE EFFECTIVE DATE OF ANY MODIFICATION TO THESE TERMS, YOU EXPRESSLY CONSENT, WITHOUT QUALIFICATION, TO THE MODIFIED TERMS. IF ANY MODIFICATION IS NOT ACCEPTABLE TO YOU, YOUR SOLE AND EXCLUSIVE REMEDY AND RECOURSE IS TO DISCONTINUE USE OF THE SITE AND THE SERVICES.

2.2 You agree to review the Terms from time to time to ensure you are updated as to any modifications.

## 3. Authorized Users

3.1 You hereby represent and warrant to Weiss that: (a) you have all the requisite power and authority, corporate or otherwise, to enter into the binding contract created by these Terms, conduct yourself and your business and to execute, deliver, and perform all of your obligations under this Agreement; (b) you have the right to submit and use your Information and Materials in the manner you have done so to or through the Site and/or through Your Account; (c) you have the right to grant the licenses granted under these Terms; (d) your performance under these Terms and/or the rights granted herein do not and will not conflict with or result in a breach or violation of any of the terms or provisions, or constitute a default under any

contract or agreement, to which you are currently bound or will become bound in the future; and (e) your performance under these Terms will comply with all applicable laws, rules and regulations (including, without limitation, export control, privacy and obscenity laws), domestic or foreign.

3.2 Company and User shall, at all times, be responsible for access to and use of the Site by User.

3.3 User agrees not to exceed its permitted access and shall not misrepresent itself in order to gain access to any portion of the Site.

3.4 User consents to the collection of information regarding all actions taken and all messages sent by User while using the Services.

3.5 See Privacy Policy for terms and conditions regarding privacy of your information.

#### **4. ACCESS TO AND USE OF THE SITE.**

4.1 Weiss provides you with certain information and functionality through the Site. You are solely responsible for providing all equipment necessary to establish a connection to the Internet, access to the Internet, and any telephone, wireless or other connection and service fees associated with such access.

4.2 Weiss has the right, but not the obligation, to take any of the following actions without providing any prior notice to you: (a) change or terminate all or any part of the Site or the Services; (b) restrict or terminate your access to all or any part of the Site or the Services; or (c) refuse, move, or remove any content that is available on the Site and any material that you submit to the Site.

4.3 Subject to your compliance with these Terms, Weiss grants you permission to access and use the Site and the Services, provided that you shall not (and shall not allow any third party to): (a) engage in commercial use of the Site or any content on the Site; (b) use any portion of the content offered on the Site for other than making payments or locating available lease opportunities posted on this Site; (c) remove any copyright, trademark or other proprietary rights notices contained in or on the Site or Service or in or on any content or other material obtained through the Site or the Services; (d) use any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve or index any portion of the Site or the Services, including, but not limited to, for purposes of constructing or populating a searchable database of business or property reviews; (e) collect any information about other users (including usernames and/or email addresses) for any purpose; (f) reformat or frame any portion of the web pages that are part of the Site or the Services; (g) create user accounts by automated means or under false, misleading or fraudulent pretenses; (h) create or transmit unwanted electronic communications such as "spam" to other users of the Site or the Services or otherwise interfere with other users' enjoyment of the Site or the Services; (i) transmit any viruses, worms, defects, Trojan horses or other items of a destructive nature; (j) use the Site or the Services to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material, including any material that may be deemed threatening or obscene; (k) copy or modify the HTML code used to generate web pages on the Site; (l) use any device, software or procedure that interferes with the proper working of the Site or the Services, or otherwise attempt to interfere with the proper working of the Site or the Services; (m) modify, adapt, translate, or reverse engineer any portion of the Site or the Services; or (n) use the Site or the Services, intentionally or unintentionally, to violate any applicable international, national, federal, state, provincial, or local law or regulation, including, but not limited to, Fair Housing laws and regulations.

4.4 Access. User represents and warrants that User's use of the Site will conform to all laws, regulations, statutes, and ordinances.

4.5 Transaction Information. User assumes sole responsibility and liability for the accuracy and adequacy of information entered by User on the Site. User will notify promptly Weiss if User determines that the Site includes inaccurate, incomplete or incorrect information relating to User; and, if applicable and within its control, User shall immediately withdraw and correct such information. Weiss is not responsible for any damages caused by or related to inaccurate, incomplete, or incorrect information.

4.6 All information supplied by Weiss in connection with this Agreement, including the Site, together with all modifications to such information, and all copyrights, trademarks, patents, trade secret rights and other intellectual and proprietary rights, titles and interests relating to such information and materials, shall at all times be and remain the property of Weiss, its successors and assigns, the use of the same by User being permissive only.

4.7 User is prohibited from posting or transmitting to or from this Site including but not limited to, any unlawful, threatening, libelous, defamatory, obscene, pornographic, or other materials that would violate any civil or criminal law or the rights of others, including without limitation, laws against copyright infringement. Violation of these restrictions may result in the elimination of User's access to this Site in the sole discretion of Weiss.

4.8 The Site may contain links to other sites ("Third Party Sites"). Weiss does not control Third Party Sites and is not responsible for the contents of any Third Party Site, including without limitation any link found in a Third Party Site, or any changes or updates to a Third Party Site. Weiss is not responsible for webcasting or any other form of transmission received from any Third Party Site. Weiss is providing these links to User only as a convenience, and the inclusion of any link does not imply endorsement by Weiss of such Third Party Site. User is responsible for viewing and abiding by the privacy statements and terms of use posted at the Third Party Sites.

5. **MODIFICATIONS.** Weiss may modify or update these Terms from time to time, in its sole discretion, and reserves the right at any time and from time to time to modify, suspend or discontinue, temporarily or permanently, the Site or any part thereof, or any or all of the Services, or any Site features, with or without notice and without liability to you. You agree that Weiss has no responsibility or liability for the failure of the Site and the deletion of other content maintained or transmitted by the Site. You further agree that Weiss shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Site. Modifications to these Terms, including but not limited to any Weiss requirements, will be posted on the relevant area of the Site and will be effective immediately upon posting. You can review the most current version of the Terms at any time by clicking on the "Conditions of Use" link located on webpages throughout the Site.

6. **ACCOUNT REGISTRATION AND USE.** In order to use certain features of the Site or the Services, you will have to register and create a password-protected account ("Your Account"). You will need to provide the following information in order to log into this Site:

- (a) For ACH transactions you will need: Name of Bank account, routing number and bank account number
- (b) For card transactions you will need: Your name as written on the credit card, the credit card number, the expiration date, the security code, the mailing address where services for the card are received

6.1 **Your Account.** You agree to: (a) provide true, accurate, current, and complete information as prompted by the registration form; and (b) maintain and update such information to keep it true, accurate, current, and complete at all times. Weiss reserves the right to delete Your Account and refuse any and all current or future use of the Site (or any portion thereof) without notice if you are found to have misrepresented any information submitted in connection with Your Account, if Weiss has reasonable grounds to suspect that such information is untrue, inaccurate, incomplete or not current; or You are in default of any agreement between You and Weiss or its affiliates. You are responsible for maintaining the confidentiality of your password, your email address and Your Account, and are fully responsible for all activities that occur under your password and Your Account. You agree to: (i) immediately notify Weiss of any unauthorized use of your password or account, or any other breach of security, (ii) immediately change your password if you become aware that Your Account has been compromised, (iii) ensure that you fully exit from Your Account at the end of each session by actively logging out of the Site. You agree and acknowledge that you will not allow others to utilize Your Account and that you will not disclose your password to anyone. You will be solely responsible for safeguarding your password and also for any actions under your password and Account, whether authorized by you or not. If you lose control of your password, you may lose substantial control of your personal information and could potentially be subject to legally binding actions taken on your behalf. You further agree not to use anyone else's password on the Site or attempt to gain access to the account of any other user. WEISS CANNOT AND WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM YOUR FAILURE TO COMPLY WITH THIS SECTION.

6.2 Weiss reserves the right to refuse service, terminate accounts, remove or edit content, and/or refund or return payments made on this Site if you or your Company are in default under the terms of any agreement between you or your Company and Weiss or such payment is otherwise not acceptable to Weiss. No partial payment, shall be accepted as payment in full under any circumstance. Partial payments will be accepted, if at all, solely as partial payments.

6.3 **Privacy Policy and Your Information.** In order for Weiss to provide you with the Services, you consent to Weiss's use and sharing of your Information as described in the Privacy Policy, which is incorporated into these Terms by this reference. The Privacy Policy can be accessed by clicking on the "Privacy Policy" link located on the Site. *In the event of a conflict between the applicable Privacy Policy and these Conditions of Use, the Privacy Policy shall take precedence.*

6.4 **Payments.** Except as expressly provided below, any payments you submit through the Site including security deposits, rental payments, or any other services or transactions, are for services provided by Weiss. The total payment amounts required for those transactions are determined solely by you and each such payment shall not exceed the lesser of (a) \$5000.00; or (b) the amount required to be paid pursuant to the terms of your Lease between you or your Company and Weiss; or (c) as otherwise demanded by Weiss in writing. Payments may be paid as monthly rent, Common Area Maintenance Expenses, Property Taxes, Security Deposit or Other. Your credit card will be charged, or your bank account debited on the date of the transaction. Notwithstanding the designation of such payment, all payments will be applied to the oldest (in time) amount owing first and lastly to the most current charges posted to your account. You acknowledge that you will address any discrepancies, issues or concerns with such payments by contacting info@weisspi.com. Erroneous payments will remain as a credit on your account with Weiss to the extent your account does not have an outstanding balance. Reimbursement of overpayments shall be at the discretion of Weiss. If you reverse your payment, you may be subject to late fees and other charges set forth in the Lease due to your failure to timely pay the charges as required in your lease with Weiss. You may also be subject to legal actions by Weiss in order to either collect past due amounts or to legally remove you from your leased space. All such actions shall be in accordance with the terms and conditions of your lease and shall not be based on the Conditions of Use or other policies set forth on this Site. The Site is solely to provide a secondary method of payment of rents due under your lease. The terms set forth herein are not intended and do not in any way modify the terms and conditions of your lease with Weiss.

**6.5 Fees for Services provided on this Site.** Weiss is not charging a fee for providing the payment services on this Site. This Site is being provided to you as a convenience. Weiss reserves the right to charge a fee in the future for making payments on this Site. All amounts that you are paying to Weiss are for charges incurred pursuant to the terms and conditions of your lease with Weiss. A late payment of rent may cause you to be charged a late fee as set forth in your lease. A late fee is not a charge for using this website. The use of this website is to reduce the chance that you will be charged a late fee due to the loss of your payment in the U.S. Mail process. If you lease a building from Weiss based on information set forth on this website, and a brokerage commission is due, Weiss will pay such commission pursuant to its agreement with brokers and/or agents representing a specific property. You will not be charged for such commission, unless your lease provides that you reimburse Weiss for the payment of such commission and such language is specifically written in your lease.

## **7. WEISS' RIGHTS.**

**7.1** You acknowledge that Weiss has the right to investigate and prosecute violations of the Terms of this Agreement, including but not limited to, intellectual property, abuse of the Services provided at this Site; publicity and privacy rights infringement and Site security issues, to the fullest extent of the law. Weiss may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms. You acknowledge that Weiss may monitor your access to and/or use of the Site or the Services for any business purpose, including but not limited to, ensuring your compliance with these Terms and/or compliance with applicable laws or compliance with the order or requirement of a court, administrative agency or other governmental body, or in the event of actual or threatened litigation.

**7.2 TERMINATION.** (a) You agree that Weiss, in its sole discretion and with or without notice, may terminate Your use of the Site or any part thereof, or any or all of the Services, for any reason, including without limitation, for lack of use by You or if Weiss believes that you have violated or acted inconsistently with the letter or spirit of the Terms. Weiss may also in its sole discretion and at any time discontinue providing the Site, or any part thereof, or any or all of the Services with or without notice. You agree that any termination of your access to the Site under any provision of the Terms may be effected without prior notice, and acknowledge and agree that Weiss may immediately bar any further access to the Site. Further, you agree that Weiss shall not be liable to you or any third party for any termination of your access to the Site or the Services.

(b) Weiss reserves the right to refuse service, terminate accounts, remove or edit content, and/or refund or return payments made on this Site if you or your Company are in default under the terms of any agreement between you or your Company and Weiss or such payment is otherwise not acceptable to Weiss. No partial payment, shall be accepted as payment in full under any circumstance and User specifically agrees that however designated by User, no partial payment shall be accepted as payment in full by Weiss. Partial payments will be accepted, if at all, as partial payments.

**8. Cookies.** When you visit the Site, you should be aware that data linking your computer to a particular website (a "cookie") may be created. Temporary cookies may be used when necessary to complete a transaction, to process data submitted to us online, to facilitate an ongoing Internet interaction, or to understand trends in the use of the Site. Cookies do not compromise your privacy or security. Using web browser settings, you can refuse the cookies or delete the cookie file from your computer by using various methods.

## **9. THIRD-PARTY LINKS, PRODUCTS AND SERVICES.**

**9.1 Third Party Websites and Services.** The Site may contain links to third-party websites or resources including but not limited to sites with information about specific rental properties. Third-party links are included solely for the convenience of Users, and do not constitute any endorsement or approval by Weiss of the third-parties, anyone sponsoring these sites or their

products or services, or the products or services themselves. We make no representations or warranties, express or implied, with respect to the information provided on the Site or any third-party website or service which may be accessed by a link from the Site, including any representations or warranties as to accuracy or completeness. Because Weiss has no control over third-party websites, resources, products or services, you acknowledge and agree that Weiss is not responsible or liable for, and does not endorse, the availability, accuracy, completeness or authenticity of information available through such websites, resources, products or services, your use or your exchange of any information with such websites or services, or the content, statements, representations, advertising, products, properties, services or other materials available on such third-party sites. You acknowledge and agree that Weiss shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused in connection with your use or reliance on any such content, information, goods, or services available on or through any such site or resource. If you decide to access any such third-party websites, resources or services, or to transact with any such third-party for their products, properties or services, you do so entirely at your own risk. By leaving the Site, you may be subject to the terms and conditions and the privacy policies or other terms and conditions of such third-party websites. You acknowledge and understand that Weiss does not provide legal, brokerage or other professional advice or services to any User, owners or others who list properties or otherwise use the Site or the Services, if any such services are provided on this Site; (b) participate in any negotiations with respect to leases or other transactions involving third-parties, or (c) guarantee, endorse or ensure a rental property or any lease or other transaction between a User and any third party or other entity except if expressly agreed in writing in a Lease between User and Weiss and then, only to the extent such is expressly stated.

9.2 **Google<sup>®</sup> Maps.** The Site utilizes Google Maps and related content licensed to Weiss by Google and its licensors. By using the Google Maps features available on the Site, you are agreeing to be bound by the applicable policies, terms and conditions of Google.

10. **OWNERSHIP.** You acknowledge and agree that the Site and the Services use and contain content, information and proprietary and confidential technology owned by or licensed to Weiss, and protected by applicable intellectual property and other laws (collectively, "Weiss Content"). The Weiss Content displayed on or through the Site and Services includes, without limitation, information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials is copyrighted by Weiss and its licensors under United States and international copyright laws. All rights reserved. You agree not to reproduce, copy, display, store, perform, re-post, publish, transmit, distribute, sell, offer for sale, license, modify, create derivative works, or otherwise use or exploit for any commercial purposes any or all of the Weiss Content, the Site or access to the Site in any way without the prior written permission of Weiss. All content on the Site that is not Weiss Content is the property and responsibility of other parties. You must abide by all copyright notices, information, or restrictions contained in or attached to any Weiss Content. The Weiss logo and all other registered and unregistered marks used in connection with the Site and the Services (the "Weiss Marks") are trademarks, trade names, or service marks of Weiss unless otherwise indicated. You are not authorized to use or display the Weiss Marks, without the prior express written permission of Weiss. Ownership of all Weiss Marks and the goodwill associated therewith remains with Weiss. All other trademarks are the property of their respective owners.

**10. DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE:**

10.1 YOUR USE OF THE SITE AND THE SERVICES AVAILABLE HEREIN IS AT YOUR SOLE RISK. THE SITE AND ALL OTHER MATERIALS, INFORMATION, PRODUCTS, AND SERVICES INCLUDED THEREIN, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND. WITH RESPECT TO THE SITE AND INFORMATION AND MATERIAL IN THE SITE, WEISS AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COURSE OF DEALING OR COURSE OF PERFORMANCE.

10.2 WEISS AND ITS LICENSORS MAKE NO REPRESENTATION OR WARRANTY: (A) REGARDING THE SECURITY, ACCURACY, RELIABILITY, COMPLETENESS, TIMELINESS AND PERFORMANCE OF THE SITE OR THE SERVICES; (B) REGARDING THE SERVICES, ADVICE, INFORMATION OR LINKS OBTAINED THROUGH THE SITE; (C) THAT THE SITE OR THE SERVICES, OR ANY INFORMATION AND MATERIALS THEREIN, WILL MEET YOUR REQUIREMENTS; (D) THAT THE SITE OR THE SERVICES, OR ANY FUNCTIONS CONTAINED IN THE SITE, WILL BE ERROR-FREE, SECURE, TIMELY, OR UNINTERRUPTED; (E) THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE OR INFORMATION AND MATERIALS THEREIN WILL BE ACCURATE, RELIABLE, OR AVAILABLE, (F) THAT ANY ERRORS IN THE SITE OR INFORMATION OR MATERIALS THEREIN WILL BE CORRECTED; OR (G) THAT THE SITE AND ITS CONTENTS AND SERVER THAT MAKES THE SITE AVAILABLE ARE FREE OF ANY VIRUSES OR OTHER HARMFUL COMPONENTS.

10.3 ANY MATERIAL, INFORMATION, PRODUCTS OR SERVICES DOWNLOADED OR OTHERWISE OBTAINED THROUGH YOUR USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

10.4 USER ACCEPTS THE RISK THAT THE OPERATING SYSTEM AND SOFTWARE INCLUDED IN THE SITE, AS WELL AS ALL INFORMATION OF USER THAT IS INCLUDED ON THE SITE, FROM TIME TO TIME MAY CONTAIN INACCURACIES AND MAY BE ADVERSELY AFFECTED BY COMPUTER VIRUSES, UNKNOWN PROGRAMMING DIFFICULTIES RESULTING IN INCORRECT INFORMATION OR SYSTEM MALFUNCTIONS OR SHUT-DOWNS. HOWEVER, WEISS WILL USE REASONABLE COMMERCIAL EFFORTS TO CORRECT ANY INACCURACIES EXPRESSLY MADE KNOWN TO IT AND TO CORRECT AND/OR REMOVE (AS APPROPRIATE) ANY COMPUTER VIRUSES AND OTHER SYSTEM MALFUNCTIONS AND SHUT-DOWNS THAT ARE WITHIN ITS CONTROL. IN ADDITION, WEISS SHALL NOT BE LIABLE FOR ANY LIABILITY, LOSS, DAMAGE, COST OR EXPENSE CAUSED FROM ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, LOSS OF DATA, COMMUNICATION OR LINE FAILURE, THEFT OR DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF OR USE OF THE SITE, OR THE ACTIONS OF ANY OTHER PARTY INVOLVING THE USE OF THE SITE.

10.5 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM WEISS OR FROM YOUR USE OF THE SITE OR SERVICES, SHALL CREATE ANY REPRESENTATION OR WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN REPRESENTATIONS OR WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

10.6 WEISS AND ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, SUCCESSORS, AGENTS, AFFILIATES, SUBSIDIARIES AND RELEVANT THIRD PARTIES INCLUDING ADVERTISERS, DISTRIBUTION PARTNERS, REFERRAL PARTNERS, SERVICE PROVIDERS, LICENSORS, LICENSEES, CONSULTANTS AND CONTRACTORS (COLLECTIVELY THE "WEISS ENTITIES") WILL NOT BE LIABLE FOR:

(A) ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING LOSS OF USE, DATA OR PROFITS, COST OF PROCURING SUBSTITUTE PRODUCTS OR BUSINESS INTERRUPTION), WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, YOUR ACCESS AND USE OF OR INABILITY TO ACCESS OR USE THE SITE AND/ OR ANY RENTCAFÉ SERVICE, ANY MATERIALS AVAILABLE TO YOU FROM OR THROUGH THE SITE (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES), WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT THE WEISS PARTIES, OR ANY OF THEM, HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES;

- (B) THE CONTENTS OF ANY COMMUNICATION, MESSAGE, OR INFORMATION POSTED BY YOU OR OTHER THIRD PARTIES;
- (C) THE CONTENT, SERVICES OR INFORMATION PROVIDED BY ANY WEBSITE PURPORTING TO BE OPERATED BY WEISS OR ITS AFFILIATES, BUT NOT ACTUALLY AFFILIATED WITH, CONTROLLED, OWNED, OR OPERATED BY WEISS;
- (D) THE CONTENT OF ANY WEBSITE NOT CONTROLLED, OWNED, OR OPERATED BY WEISS THAT IS ACCESSED FROM OR LINKED TO THIS SITE; AND/OR
- (E) ANY DAMAGES OR INJURY CAUSED BY, INCLUDING BUT NOT LIMITED TO, ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OF TRANSMISSION, COMPUTER VIRUS, OR LINE FAILURE.

10.7 YOU ACKNOWLEDGE THAT THE LIMITATIONS SET FORTH ABOVE ARE AN ESSENTIAL BASIS OF THE BARGAIN AND OF THE ALLOCATION OF RISKS BETWEEN THE PARTIES. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SITE AND SERVICES.

**11. ENFORCEMENT.** Weiss does not assume responsibility to you or others for any failure by Weiss to enforce the provisions contained in the Terms.

**12. GENERAL.**

**12.1 Governing Law.** For all legal proceedings arising out of use of the Site and/or relating to the Terms, these Terms and the relationship between you and Weiss shall, irrespective of any choice of laws rules, be governed by and construed in accordance with the laws of the State of California and all actions shall take place in Los Angeles, California.

**12.2 Arbitration.** Any claim, dispute or controversy arising out of or relating to this Agreement, or the alleged breach or termination thereof, and all tort claims based in whole or in part on conduct required or contemplated by this Agreement, will be settled by arbitration by a single neutral arbitrator (which arbitrator shall have no prior relationship with either party) conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Arbitration for disputes will be held in Los Angeles, California. The parties will provide each other with production of all requested documents and records reasonably related to the dispute in a manner that will minimize the expense and inconvenience of both parties. Discovery will not include depositions or interrogatories except as the arbitrator expressly allows on a showing of need. Costs and fees of the arbitrator will be borne by the non-prevailing party, as determined by the arbitrator. The arbitrator shall have no authority to award exemplary, punitive, special, incidental or indirect damages. The arbitrator will decide the scope of this Agreement to arbitrate, it being the intent of the parties that this Agreement to arbitrate be broadly construed. The award of the arbitrator, which may include equitable relief, will be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Any demand for arbitration shall be made in writing. Each party shall bear its own attorney's fees, costs and expenses.

**12.3 Severability and Non-Waiver.** If any term, provision, covenant or restriction of this Agreement is held to be invalid, void, unenforceable or against its regulatory policy, the remainder of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The failure of Weiss to enforce the User's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.



12.4 **We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action.** If for any reason a claim proceeds in court rather than in arbitration **we each waive any right to a jury trial.** We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights. Each party shall bear its own attorney's fees, costs and expenses.

12.3 **Waiver.** The failure to exercise or enforce any right or provision shall not affect Weiss's right to exercise or enforce such right or provision at any time thereafter, nor shall a waiver of any breach or default of these Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

12.5 **Severability.** If any portion of these Terms is found by a court of competent jurisdiction to be invalid or unenforceable, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in such provision, and, notwithstanding such finding, the remaining provisions of these Terms shall remain in full force and effect.

12.6 **Entire Agreement.** These Terms, the terms incorporated herein, and any other terms agreed to in writing by the parties or by way of your use of the Site or the Services shall constitute the entire and exclusive understanding and agreement between you and Weiss regarding this subject matter, and shall supersede any and all prior or contemporaneous representations or understandings relating to this subject matter.

12.7 **Time Limitation.** You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the Terms or use of the Site must be filed within 1 year after such claim or cause of action arose or be forever barred.

12.8 **Notices.** All notices, requests, demands, waivers and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or mailed, certified or registered mail with postage prepaid, or sent by fax or email, as follows (or at such other address, fax number or email address for a party as shall be specified by like notice):

If to Weiss please select the Contact Us link.

If to User, at the address, fax number or email address specified in User's registration information submitted by User through the Site.

With respect to notices required pursuant to a Lease with Weiss Family Limited Partnership, the notice provisions set forth in the Lease shall control with respect to the Lease.