

## **WEBSITE TERMS OF USE AGREEMENT**

Welcome to the Apartments International Inc. ("API") website, which includes all of the pages and associated content (as may be modified from time to time) under the domain name [apts-intl.oscarportal.net, www.apts-intl.com] (the "Site"). The Site is owned and operated by API and its affiliated companies (the "Companies") for use by the Companies' authorized customers, suppliers, and other visitors (each a "User"). PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE USING THE SITE AS USE OF THE SITE SIGNIFIES YOUR AGREEMENT TO THESE TERMS AND CONDITIONS.

- 1. Agreement to Terms.** By using the Site, User agrees to this Web Site Terms of Use Agreement (this "Agreement"). Additionally, when you are using particular portions of the Site, you may be subject to guidelines or rules applicable to that portion as may be posted from time to time, which are incorporated into this Agreement. For those Users who are customers or suppliers of the Companies and have entered into an agreement with a Company (a "Customer Agreement" or a "Vendor Agreement"), this Agreement may supplement the Customer Agreement or Vendor Agreement.
- 2. Modifications to Terms.** If you do not agree to this Agreement or any provisions incorporated into this Agreement, please do not use the Site. The Companies reserve the right, in their sole discretion, to change, modify, add, or remove this Agreement or any portion at any time. Please check this Agreement periodically for changes. User's continued use of the Site after such changes constitutes User's agreement to abide by those changes.
- 3. Use of Site.** Agreement to this Agreement allows the User to view the portions of the Site that are generally available to the public and download such portions (but only as strictly necessary to aid in the viewing of the Site and only if all copyright and other proprietary notices are duplicated) solely for the User's personal, non-commercial uses. If the User has entered into a Customer Agreement or Vendor Agreement and is authorized to access protected portions of the Site through a password or other means provided by the Companies for such authorized Users (each an "Authorized User"), such Authorized Users may view such protected portions of the Site and download such portions only as strictly authorized by the Customer Agreement or Vendor Agreement and this Agreement. Except as specifically stated above, no other right or license is granted to a User for the Site and any other use is strictly prohibited.
- 4. Prohibited Activities.** As a condition of the use of the Site, Users will not use the Site for any purpose that is unlawful or prohibited by this Agreement. Users may not (a) use the Site in any manner that could damage, disable, overburden, or impair the Site (or the computer systems or network(s) connected to or used in association with the Site) or interfere with any other person's use and enjoyment of Site; (b) attempt to gain unauthorized access to the Site, any protected portion of the Site, other accounts, or the computer systems or networks connected to the Site, including, without limitation, through hacking, password mining, or any other means; (c) obtain or attempt to obtain any materials or information through any means not intentionally made available to the applicable User through the Sites; or (d) navigate, search, link, or locate information or content in or through the Site other than through the navigational methods or functions of the Site.
- 5. Ownership.** This Site is owned by the Companies and/or third parties with whom the Companies have entered into agreements of the use of their content. This Site and such content are protected by federal and state copyright, trademark, trade secret, and other laws as well as international conventions. All rights are reserved to the respective owners.
- 6. Use of Information.** Except as otherwise provided in any other terms that the Companies may enact in the future, the Companies may collect information concerning and identified to the User and the User's use of the Site through any lawful means, including but not limited to, by tracking the User's progress through or access to the Site, through information submitted by the User, by collecting information concerning the User's computer system accessing the Site, or by placing "cookies" or other information on your computer system. You agree that the Companies may use any information it collects for any lawful means, which may include, without limitation, to conform to legal requirements or comply with legal process, to protect and defend the rights or property of the Companies or their affiliates, or enforce this Agreement or any other agreement with the Companies.
- 7. Confidentiality.** Protected portions of the Site contain confidential and proprietary information of the Companies (the "Confidential Information"). By accessing such protected portions of the Site, the User agrees that it will (a) not use the Confidential Information for any purpose or disclose the Confidential Information to any person, except as expressly allowed under the Customer Agreement or Vendor Agreement and then in strict conformity to the terms and conditions of the Customer Agreement; and (b) safeguard the confidentiality of the Confidential Information and use the same degree of care to safeguard the Confidential Information as the Users uses to safeguard its own most confidential information, but in no case less than a reasonable degree of care. User understands and agrees that a violation of the terms of this Agreement will cause the Companies great harm that cannot be measured in terms of damages alone. Therefore, User agrees that the Companies may obtain injunctive and other equitable relief to prevent the breach or threatened breach of the terms of this Agreement, without the obligation to post a bond or other security.
- 8. Disclaimers.** THE MATERIALS PROVIDED IN AND THROUGH THE SITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, THE COMPANIES DISCLAIM ALL WARRANTIES,

EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE. THE COMPANIES DO NOT WARRANT THAT THE USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR FREE, THAT THE SITE DOES NOT CONTAIN INACCURACIES OR ERRORS, THAT DEFECTS WILL BE DISCOVERED OR CORRECTED, OR THAT THE SITE AND COMPUTER SYSTEMS USED IN ASSOCIATION WITH THE SITE ARE NOT FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, NOR DO THE COMPANIES MAKE ANY REPRESENTATIONS OR WARRANTIES CONCERNING THE USE OR THE RESULTS OF THE USE OF THE CONTENT OF THE SITE OR THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. The Site may contain links to third party websites ("Linked Sites"). The Linked Sites are not under the control of the Companies and the Companies are not responsible for the contents of any Linked Site. The Companies are providing these links to the User only as a convenience, and the inclusion of any link does not imply endorsement by the Companies of the Linked Sites or their operators. Linked Sites may contain their own terms and conditions, and the User agrees to read and abide by these at the User's own risk.

9. **Limitation of Liability.** IN NO EVENT SHALL THE COMPANIES, THEIR AFFILIATES, AND/OR THEIR EMPLOYEES, AGENTS, OR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA, OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, THE DELAY OR INABILITY TO USE THE SITE OR PORTIONS THEREOF, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME.
10. **Exclusion.** Some states or jurisdictions do not allow certain disclaimers or the exclusion or limitation of certain liability and, to the extent applicable, the above disclaimers, exclusions, and limitations do not apply. The User's sole and exclusive remedy for any dissatisfaction with the Site or any portion thereof or with this Agreement is to discontinue using the Site. To the extent they conflict, the provisions of a Customer Agreement or Vendor Agreement shall control of the terms of this Agreement.
11. **Termination.** Except as specified in a Customer Agreement or Vendor Agreement, the Companies reserve the right, in their sole discretion, to terminate a User's access to the Site or any portion of the Site at any time, without notice. The termination or expiration of a Customer Agreement or Vendor Agreement automatically terminates the applicable User's right to access the protected portions of the Site. Upon termination of a User's access to the Site or any portion of the Site, the User's right to use the Site or such portion of the Site immediately ceases, and the Companies may remove and/or destroy any content or other information associated with the User.
12. **General.** This Agreement is governed by the laws of the State of Kansas, U.S.A. Any dispute arising out of or related to this Agreement or the use of the Site or any portion thereof shall be brought exclusively in a court sitting in Wichita, Kansas, U.S.A., and the User irrevocably consent to the exclusive jurisdiction and venue of such courts. The User agrees that no joint venture, partnership, employment, or agency relationship exists between the User and the Companies as a result of this Agreement. The User agrees to indemnify and hold the Companies, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim, demand, or damage, including reasonable attorneys' fees, asserted by the User or any third party due to or arising out of the use of or conduct on the Site. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement shall continue in effect. This Agreement and such other terms referenced and incorporated into this Agreement constitute the entire agreement between the User and the Companies with respect to the Site, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.