

Disclaimer and Terms of Service

Wilhelm and Co., LLC dba RentBates ("Company," "we," or "us") are committed to making your use of our services as simple as possible and makes apartment searching and rebate services available through www.rentbates.com. RentBates is a full-service apartment locating firm owned and operated by a Texas licensed real estate brokerage. Our clients are provided free apartment finding assistance from one of our licensed apartment locators ("Agents," or "REALTORS"). Wilhelm and Co., LLC dba RentBates receives a referral fee if our client leases at a participating apartment community that pays referral fees to licensed apartment locators ("Agents, or "REALTORS"). RentBates uses a portion of this referral fee to provide a rebate to our clients.

The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, "Terms of Service") govern your access to and use of our websites that display or link to these Terms of Service (including RentBatesUSA.com, RentBatesTX.com) (collectively, the "Website"), including any content, functionality, and services offered on or through this Website, whether as a guest or a registered user.

Please read these terms of service carefully before using this website. Your use of this website constitutes your agreement to follow and be bound by these terms of service. If the terms of service or the privacy policy is not acceptable to you for any reason, you should exit this website immediately. If you do not agree to these terms of service, you are not authorized to access it.

RentBates reserves the right to update or modify these Terms of Service at any time without prior notice. Your continued use of the Website after the effective date of any changes is deemed acceptance of the revised Terms of Service. For this reason, we encourage you to review these Terms of Service each time you visit the Website.

Qualification Guidelines:

- The rebate amount of 25% is based on a minimum term of twelve months with an apartment complex. RentBates MUST be written on registration and application as referring locator or agent.
- All independently ("Individually") owned rental properties are subject to a lower rebate amount and to the sole discretion of RentBates.
- All showings of rental properties and paperwork for independently ("individually") owned properties must be conducted directly through a RentBates licensed

representative. Any rebate requests of independently (“individually”) owned properties without the representation of RentBates will be at the sole discretion of RentBates and could be considered INELIGIBLE.

- The rebate amount is based on the actual monthly rent amount after any incentives the landlord may provide.
- In the event a participating community's referral fee is not paid to RentBates, RentBates reserves the right to offer a reduced rebate or not pay a RentBate.. Referral fees for individual properties can change without notice at the sole discretion of RentBates.
- You must not have learned of the community before registering with RentBates.
- You must lease at a community or (“property”) found on our website, via our online apartment-locating search tools such as partnering websites, or at a community or (“property”) referred to you by one of our licensed agents.
- You must notify RentBates or one of our agents prior to visiting communities through the online portal or contacting RentBates, so that in the event a community requires client pre-registration, our agent is capable of fulfilling this requirement.
- You must list "RentBates" and or your agent's name on the community's Guest Card and Rental Application. RentBates must be properly listed as your apartment locating service and/or referral source in order to be eligible for either the free move or rebate offer(s).
- You must not be moving from a sister property.
- You must have never before lived in the community where you lease.
- You must not be transferring (on-site transfer) from within the same property.
- You must sign at least a 12-month lease to be eligible for rebate offers. Leases shorter than 12 months may still be eligible for a reduced rebate offer at RentBates's discretion.
- All rebate offers are contingent on referral fees paid to RentBates by participating communities. Your apartment community must consent to you using RentBates as your apartment locator to qualify.
- All Rebate requests must be submitted via our Online on Registration or via email to Support@RentBatesTX.com process within 15 days of your lease start date
- RentBates only allows one (1) rebate offer per apartment. Non-Payment By Property If for any reason a property decides not to pay our referral commission,

this will constitute a retraction of our rebate offer. If a property decides not to pay our referral commission for any reason (e.g., if you break your lease, do not pay your rent, are evicted, etc.), then we reserve the right to decline the payment of any such rebate.

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1. Age of Users

By accepting these Terms of Service, you certify that you are 18 years of age or older.

2. Use of Website Materials

RentBates grants you a limited, non-exclusive, non-transferable, non-sublicensable license to view, use, and print individual pages of the Website for your personal, non-commercial use. Unless otherwise noted, the design of and all materials on this Website, including, but not limited to, text, slogans, graphic, images, icons, photographs, video clips and other materials, and the copyrights, trademarks, service marks, trade dress, and other intellectual property ("Content") are owned, controlled or licensed by RentBates or other providers of such material. The Website is intended for personal and non-commercial use only. The Content provided on this Website is to be used for informational purposes only. No right, title or interest in downloaded Content is transferred to you as a result of any such downloading or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works of, sell or exploit Content in any way. We reserve the right to pursue all legal remedies for any commercial exploitation of Content.

This Website provides information about products and services to consumers only. This license does not include and strictly prohibits: any resale or export of the Website or its Content, including any products; any collection and use of any product listings, descriptions, or prices other than as expressly authorized herein; or any derivative use

of the Website or its Content; or any use of data mining, robots, or similar data gathering and extraction tools. All rights not expressly granted to you in these Terms of Service are reserved and retained by RentBates and its licensors, suppliers, and Content providers. RentBates reserves the right to terminate this license and your access to the Website in the event you fail to comply with any of these Terms of Service or our Privacy Policy.

3. Copyrights and Trademarks

RentBatesUSA.com, RentBatesTX.com, the Websites, and other Content on these Websites are subject to trademark, service mark, trade dress, copyright, or other proprietary or intellectual property rights or licenses held by RentBates or its affiliates. RentBates will aggressively enforce its intellectual property and other legal rights to the fullest extent of the law, including by seeking civil remedies and criminal prosecution. Other trademarks, product names, and company names or logos used on this Website may be the property of their respective owners. The misuse of any Content, including any intellectual property displayed on the Website, or other Content from the Website is strictly prohibited. RentBates has a no-tolerance policy regarding third-party use of our trademarks or names in metatags, hidden text, ad keywords, or otherwise without the prior written consent of RentBates. More specifically, the unauthorized use of our trademarks or names in metatags, keywords, page text, hidden text, and/or ad keywords in conjunction with search engines constitutes trademark infringement and unfair competition. Linking to the Website is prohibited absent express written permission from RentBates. Framing, online linking, or other association of the Website or its materials and Content, including, but not limited to, with links, advertisements, and/or other information not originating from the Website is expressly prohibited.

4. Links to Third-Party Websites

The Website may contain links to other websites that are not owned or controlled by RentBates. RentBates has no responsibility for the content of the linked websites nor does it necessarily endorse the linked sites or the products offered therein. RentBates provides the links solely for your convenience. You should carefully review the Terms of Service and privacy policies on any third party site. Access to any third party sites is at your own risk and RentBates will have no liability arising out of or related to such websites or for any damages or loss caused or alleged to be caused by or in connection with any purchase, use of, or reliance on, any such content, goods or services available on or through any such third party sites.

5. User-Generated Content

If you submit or otherwise make available, comments, reviews, suggestions, ideas, and other content to RentBates or otherwise disclose, submit, or offer such information (collectively, "User Contribution"), you represent and warrant that you own or otherwise control all of the rights to the User Contribution and that it complies with the content standards set forth in Section 6 below. With respect to any User Contribution submitted or made available for inclusion on this Website, you grant RentBates a perpetual, irrevocable, non-terminable, worldwide, royalty-free, non-exclusive right and license to use, copy, distribute, publicly display, modify, create derivative works of, and sublicense such User Contribution, all without any payment to you or further authorization from you. You grant RentBates the right to use the name, age range, and state of residence that you submit in connection with such User Contribution, if RentBates chooses to do so. RentBates shall not be limited in any way in its use, commercial or otherwise, of any User Contribution. RentBates is under no obligation to maintain any User Contribution in confidence, pay you any compensation for any User Contribution, or respond to any User Contribution.

The posting of any User Contribution does not constitute RentBates's endorsement of such User Contribution. RentBates cannot ensure prompt removal of objectionable material after it is posted. Accordingly, RentBates assumes no responsibility or liability for any action or inaction regarding any User Contribution and has no liability for any claim, including, without limitation, loss or injury to real, tangible or intellectual property, violations of personal privacy or privacy rights, actual, consequential or punitive damages, personal injury or wrongful death in connection with any User Contribution. RentBates reserves the right, but shall not be obligated, to edit or remove any User Contribution. Notice of Copyright Infringement If you are a copyright owner who believes your copyrighted material has been copied, posted, or distributed on or through the Website in a way that infringes your intellectual property rights, please inform our designated Copyright Agent by sending written notice by U.S. Mail to RentBates Apartment Locators, Attn: Copyright Agent, 5850 San Felipe St #500 Houston, TX 77057, or by email to Support@RentBatesTX.com.

Pursuant to the Digital Millennium Copyright Act, to be effective, you must include the following information in your written notice:

- A detailed description of the copyrighted work you believe is being infringed;
- A description (such as the subdomain link) of the location on the Website where the allegedly infringing content appears;

- Your contact information, including name, address, telephone number, and, if available, email address;
- A statement that you have a good faith belief that the allegedly infringing use is not authorized by you as the copyright owner, by your agent, or by law;
 - A statement affirming that, under penalty of perjury, the information in the notice is accurate and that you are, or are authorized to act on behalf of, the copyright owner; and
- An original or electronic signature of the copyright owner or someone authorized on the owner's behalf to assert infringement of copyright and to submit the statement.

Please note that notice to the designated Copyright Agent is only for reporting claims of copyright infringement in connection with the Website. Contacts for other matters are provided elsewhere through this Website.

6. Prohibited Uses

You shall not knowingly post, transmit, redistribute, upload, or promote any User Contribution, communication, content, or other materials to or from the Website that: (a) contain corrupted files, viruses, or any other similar software files; (b) are unlawful, threatening, harassing, abusive, defamatory, invasive of privacy or publicity rights, infringing on any intellectual property rights, vulgar, obscene, sexually explicit, pornographic, hateful, profane, indecent, racially or ethnically derogatory, or otherwise violate any right of any third party; (c) are likely to upset, embarrass, alarm, inconvenience, or annoy any other person; (d) contain chain letters or pyramid schemes; (e) contain any unsolicited advertising, promotional materials, mass mailings, "spam," political campaigning, or other forms of solicitation to other users, individuals, or entities; (f) impersonate any person, business or entity, including our company or our employees or agents or are likely to deceive any person; (g) encourage conduct that would constitute a criminal offense; (h) involve commercial activities, sales, contests, sweepstakes or other sales promotions, bartering, or advertising; (i) give the impression that they emanate from or are endorsed by us or any other person or entity if this is not the case; (j) give rise to civil liability;

(k) violate any law; or (l) amount to any conduct that, in the judgment of RentBates, is otherwise objectionable, restricts, impairs, interferes or inhibits any user from using or enjoying the Website, or may harm RentBates or users of the Website or expose them to liability. In addition to any remedies that RentBates may have at law or in equity, if RentBates determines, in its sole discretion, that you have violated or are likely to

violate the foregoing prohibitions, it may take any action it deems necessary to cure or prevent the violation, including without limitation, the immediate removal of the related materials from the Website. RentBates will fully cooperate with any law enforcement authorities or court order or subpoena requesting or directing us to disclose the identity of anyone submitting such materials. 7. Reliance of Importation Post

7. Reliance of Importation Posted

RentBates proudly offers the most comprehensive and updated apartment data available online. The apartment data that RentBates provides its customers is supplied and updated by a third party data provider. This includes all rental information, specials, availability, and all other community data that is made available to customers through our Website and/or agent assistance. The information presented on or through this Website is made available solely for general information purposes and convenience. Although RentBates makes reasonable efforts to ensure this data is updated regularly, we do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. RentBates disclaims all liability and responsibility arising from any reliance placed on such materials by you or anyone informed of its contents. On occasion, the Website may contain incomplete information, typographical errors, or inaccuracies as to description, pricing, or availability. We reserve the right to correct errors at any time without prior notice. Prices are quoted in U.S. Dollars and are valid only in the United States. We reserve the right to change pricing at any time.

8. Apartment Availability; Equal Housing Opportunity

The features, content, specifications, products, and prices of products and services described or depicted on this Website are subject to change at any time without notice. Unless indicated otherwise, most apartments featured on the Website will be available on a first-come, first serve basis. When an offering displayed on our Website is no longer available, we will take reasonable steps to remove that item from our Website or indicate that it is no longer available. RentBates complies with all applicable state and federal laws and regulations including the federal Fair Housing Act. RentBates supports Equal Housing Opportunity and we encourage users of our Website to follow appropriate guidelines to comply with both the Federal Housing Act, as well as any applicable state and local regulations. All renters are hereby informed that all property rental offers are available on an equal opportunity basis.

9. Disclaimer of Warranty

Your use of this website is at your risk. The information, materials and services provided on or through the website are provided "as is" and "as available" without any warranties of any kind, including warranties of merchantability, fitness for a particular purpose, title, or non-infringement of intellectual property, and implied warranties arising from course of dealing or course of performance. RentBates does not warrant the accuracy or completeness of the information, materials or services provided on or through the website. The information, materials and services provided on or through this website may be out of date, and RentBates makes no commitment or assumes no duty to update such information, materials, or services. To the fullest extent permissible by applicable law, RentBates hereby disclaims all warranties of any kind, either express or implied, including any implied warranties with respect to the products and services listed on or through the website.

10. Limitation of Liability

In no event will RentBates be liable to any party for any direct, indirect, incidental, special, consequential, exemplary or punitive damages for use of this website or any other linked websites, and any content therein, including, without limitation, personal injury, pain and suffering, emotional distress, lost profits or revenues, costs of replacement, business interruptions, loss of savings, loss of goodwill, loss of data or damages resulting from use of or reliance on the information present, whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable and even if RentBates is expressly advised about the possibility of such damages. In the event of any problem with the website or any content therein, you agree that your sole remedy is to cease using the website. In the event of any problem with the services that you have ordered from RentBates, you agree that your sole remedy, if any, is from the provider of such services, in accordance with such provider's warranty, or to seek a refund for such services in accordance with the applicable refund policy. RentBates cannot and does not guarantee or warrant continuous, uninterrupted or secure access to the website or the services. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy and for maintaining a means external to our website for any reconstruction of any lost data.

11. Indemnification

By using the Website, you agree to defend, indemnify and hold RentBates, its subsidiaries, affiliates, successors and assigns, its licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors,

and suppliers harmless, to the maximum extent permitted by applicable law, from and against any and all claims, liabilities, judgments, awards, losses, damages and costs and expenses, including reasonable attorneys' fees, related to or arising from your use of the Website or the material provided therein or any breach by you of these Terms of Service.

12. Website Security

You are prohibited from violating or attempting to violate the security of the Website by, including, without limitation, (a) accessing data not intended for you or logging onto a server or an account which you are not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) attempting to interfere with service to any user, host, or network, or with access to the Website, including, without limitation, via means of submitting a virus to the Website, overloading, flooding, spamming, mail-bombing, crashing, or usurping the Website's resources or bandwidth; (d) sending unsolicited email, including promotions and/or advertising of products or services; (e) forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting; (f) using any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website; or (g) otherwise attempting to interfere with the proper working of the Website or engaging in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by RentBates, may harm RentBates or users of the Website or expose them to liability. Violations of RentBates's system or network security may result in civil and/or criminal liability. RentBates will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software, or routine to interfere or attempt to interfere with the proper working of the Website or any activity being conducted on this Website.

13. Notice and Electronic Communications

When you visit this Website or send e-mails, text messages, and other communications from your desktop or mobile device to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you in a variety of ways, such as by e-mail, text, and/or by posting notices and messages on this Website. You agree that all agreements, notices, disclosures, and

other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

14. Privacy Statement

RentBates is committed to protecting the privacy of the visitors to this Website. For information on how information is collected, used or disclosed by RentBates in connection with your use of this Website, please consult our Privacy Policy. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

15. Revisions to Website and Terms

RentBates may terminate, change, suspend or discontinue any aspect of this Website, including the availability of any features of this Website, at any time and without notice. RentBates also reserves the right, at its sole discretion, to change, modify, add or remove any portion of these Terms of Service in whole or in part, at any time and without notice. RentBates may terminate any authorization and rights given above at any time and without notice. Your continued use of this Website after any changes to these Terms of Service are posted will be considered acceptance of those changes. In the event that you do not agree to any changes or modifications of these Terms of Service, you should not continue to use the Website.

16. Jurisdiction & Governing Law

The Website is controlled and operated by RentBates from its offices in Dallas, Texas. All matters relating to the Website and these Terms of Service and any dispute or claim arising therefrom or related thereto shall be governed by and construed in accordance with applicable federal law and the laws of the state of Texas without regard to any choice or conflict of law provisions or rules. By accessing or using this Website, you and we irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in the State of Texas and County of Dallas, for all disputes arising out of or relating to the Website, these Terms of Service, and any dispute of any sort that might arise between you and RentBates that are heard in court. You waive any and all objections to the exercise of jurisdiction over you by such court and to venue of such court.

17. International Law

This Website and its content are intended to comply with U.S. laws and regulations. If you are a non-U.S. based user, be advised that other countries may have laws, regulatory requirements, and product safety requirements that are different than those in the U.S. RentBates makes no representation that materials on this Website are appropriate or available for use outside of the United States.

18. General

These Terms of Service, the Privacy Policy, and any other relevant documents or policies incorporated herein or set forth on the Website constitute the sole and entire agreement between you and RentBates with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website. In the event of a violation of these Terms of Service, RentBates reserves the right to seek all remedies available by law and in equity. No waiver by RentBates of any term or condition set forth in these Terms of Service shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of RentBates to assert a right or provision under these Terms of Service shall not constitute a waiver of such right or provision. You may not assign these Terms of Service or your obligations to any other individual or entity, and any attempt by you to do so is void. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. If any provision of these Terms of Service is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of these Terms of Service will continue in full force and effect. The provisions regarding the parties' rights and obligations with respect to indemnification, intellectual property, dispute resolution, and confidentiality, as well as any other provisions necessary to interpret the respective rights and obligations of the parties under these Terms of Service, shall survive the expiration or termination of these Terms of Service.

19. Additional Assistance

If you have any questions or comments, we invite you to contact our Customer Service Department. The Customer Service Department can be reached by email at support@RentBatesTX.com or by phone at (713) 944-4000. See Section 5 above regarding the procedure for notices of alleged copyright infringement.