

Urbanr's Website Terms of Use

Last Revised: April 16, 2018

Urbanr Inc. and its subsidiaries (“Urbanr”, “we”, “our”, “Company”) welcome you (the “User(s)”, or “you”) to our primary website at <https://www.urbanr.com/> (including its subdomains) and any other Urbanr-related-websites (collectively, the “Site”). Our Site offers basic information regarding our Company and our services (“Service(s)” as further detailed below). Each of the Site's Users may use the Site in accordance with the terms and conditions hereunder.

WE ENCOURAGE YOU TO CAREFULLY READ THESE TERMS (AS DEFINED BELOW), AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, AND OBLIGATIONS TO COMPLY WITH THE TERMS AND APPLICABLE LAWS AND REGULATIONS.

1. Acceptance of the Terms

By entering, connecting to, accessing or using the Site or the Services (as further detailed below), you acknowledge that you have read and understood the following terms of use, including the terms of our **Privacy Policy** https://urbanr-cdn.azureedge.net/content/docs/legal/Urbanr_Privacy_Policy.pdf (collectively, the “Terms”) and you agree to be bound by them and to comply with all applicable laws and regulations regarding your use of the Site and you acknowledge that these Terms constitute a binding and enforceable legal contract between Urbanr and you. **IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ENTER TO, CONNECT TO, ACCESS OR USE THE SITE AND/OR THE SERVICES IN ANY MANNER.**

The Site is available only to individuals who (a) are at least eighteen (18) years old; and (b) possess the legal capacity to enter into these Terms and to form a binding agreement under any applicable law, or have received the required consent from their legal guardian to enter into these Terms. Therefore, you hereby represent that you possess the legal authority to enter into these Terms on your and your organization's behalf and to form a binding agreement under any applicable law, to use the Site in accordance with these Terms, and to fully perform your obligations hereunder. For the avoidance of doubt, any act or omission performed by you in connection with the Site shall obligate your organization.

2. The Site and the Services

We aim to simplify the residential rental market by creating an online marketplace in which, *inter alia*, landlords and/or management companies who register to our Site (the “Landlord(s)”) will be able to create listings of their properties (i.e, to list properties as available for rental via the Site) (the “Listing(s)”); (b) potential tenants who register to our Site (the “Tenant(s)”) will be able to search for properties and submit rental applications; (c) Landlords and Tenants will be able to correspond and book meetings with each other; (d) Tenants will be able to correspond with their roommates; and (e) Tenants will be able to make payments to their Landlords.

Please note, that you may be required to subscribe to certain third party services (e.g. by opening an applicable account with such third party service providers) in order to receive special or additional features on or through our Services. For example, as part of the Service, Urbanr may provide background checks and credit score report services (which are operated by third party service providers) in order to verify or check the identities and/or backgrounds of its Users. The use of such services, and the reliance on such services, is at your sole risk.

The Site currently provides multiple services and tools that allow Users to better interact with each other for achieving an all-encompassing rental experience, including setting up on-line profiles which may be used to create Listings with photos and information about such premises, paying rent and issuing deposit payments, chatting online regarding renting and community-related issues, storing Tenant-Landlord-related documents and information, manage the full onboarding cycle, etc.

(collectively, the “Services”).

URBANR DOES NOT OWN, SELL, CONTROL, MANAGE, OPERATE, ENDORSE, SPONSOR AND IS NOT INVOLVED IN ANY MANNER WHATSOEVER WITH THE VARIOUS SERVICES PROVIDED BY THIRD PARTY SERVICE PROVIDERS THROUGH THE USE OF OUR SERVICE AND/OR SITE. URBANR WILL NOT ASSUME ANY RESPONSIBILITY FOR SUCH SERVICES AND FOR WHATEVER DAMAGES THAT MAY RESULT FROM USING SUCH SERVICES.

The Site may provide you with comprehensive information and news regarding the Company, and resources such as Urbanr's private chats, including any other content related thereto such as contact information, videos, text, files, logos, button icons, images, data compilations, links, other specialized content, technical data, documentation, know-how, specifications materials, designs, data, the "look and feel" of the Site, algorithms, source and object code, interface, GUI, interactive features related graphics, illustrations, drawings, animations and other features obtained from or through the Site (collectively, the "Content").

ALL RIGHTS IN AND TO THE CONTENT AVAILABLE ON THE SITE (OTHER THAN THE USER GENERATED CONTENT) ARE RESERVED TO URBANR OR ITS LICENSORS. TO THE EXTENT LEGALLY PERMISSIBLE, THE SITE AND THE CONTENT AVAILABLE THEREIN ARE PROVIDED ON AN "AS IS" BASIS. URBANR WILL NOT BE LIABLE FOR ANY DAMAGES OR LOSS INCURRED TO YOU OR ANY OTHER PERSON AS A RESULT OF OR IN CONNECTION WITH YOUR USE OF THE SITE AND/OR THE SERVICES AND/OR THE CONTENT AND/OR THE USER GENERATED CONTENT AVAILABLE THEREIN.

YOUR USE OF THE SITE AND/OR SERVICES AND/OR THE CONTENT AND/OR THE USER GENERATED CONTENT AVAILABLE THEREIN IS ENTIRELY AT YOUR OWN RISK.

URBANR IS NOT THE OWNER OF ANY OF THE PROPERTIES LISTED THROUGH THE SITE, AND HAS NO CONTROL OVER SUCH PROPERTIES. IT IS HEREBY CLARIFIED THAT URBANR IS NOT A PARTY TO ANY AGREEMENT EXECUTED AMONG ITS USERS, WITH RESPECT TO THE LISTED PROPERTIES AND THAT IT DISCLAIMS ALL LIABILITY IN CONNECTION THERETO. WE DO NOT ENDORSE ANY USER OF OUR SERVICES, AND URBANR CAN NOT MAKE ANY REPRESENTATION WITH RESPECT TO THEIR IDENTITY AND WHETHER SUCH USER IS TRUSTWORTHY.

YOU AGREE TO TAKE ALL NECESSARY PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SERVICE WITH WHOM YOU INTERACT AS A RESULT OF YOUR USE OF THE SERVICE (INCLUDING THIRD PARTY SERVICE PROVIDERS) PARTICULARLY IF YOU CHOOSE TO MEET THEM IN PERSON. YOU ARE SOLELY RESPONSIBLE FOR SUCH COMMUNICATIONS AND INTERACTIONS AND EACH USER IS RESPONSIBLE FOR HIS OWN SAFETY.

Note: Use of our Site is currently free of charge, however, certain features, such as the background checks and credit score reports services provided by third party service providers are subject to a fee payment. We reserve the right to charge fees for certain features or services available via our Site in the future. You hereby acknowledge and agree that you may be charged for Internet, maintenance of network connection and data usage charges made through use of the Site, according to the applicable rates charged by your respective third party Internet and data usage service provider as may be from time to time.

3. Use Restrictions

There are certain conducts which are strictly prohibited when using the Site and/or the Services. Please read the following restrictions carefully. Failure to comply with any of the provisions set forth herein may result (at Urbanr's sole discretion) in the termination of your use of the Site and/or the Services and/or Content and may also expose you to civil and/or criminal liability.

Unless otherwise explicitly permitted under these Terms or in writing by Urbanr, you may not (and you may not permit anyone to: (a) use the Site and/or the Services and/or the Content and/or User Generated Content

for any illegal, immoral, unlawful and/or unauthorized purposes; (b) use the Site and/or the Services and/or Content for non-personal or commercial purposes, including distribution of unsolicited commercial content (spam); (c) remove or disassociate, from the Content and/or the Site and/or the Services any restrictions and signs indicating proprietary rights of Urbanr or its licensors, including but not limited to any proprietary notices contained in such materials (such as ©,™, or ®); (d) interfere with or violate Users' rights to privacy and other rights, or harvest or collect personally identifiable information about Users without their express consent, whether manually or with the use of any robot, spider, crawler, any search or retrieval application, or use other manual or automatic device, process or method to access the Site and retrieve, index and/or data-mine information; (e) interfere with or disrupt the operation of the Site or the servers or networks that host the Site, or disobey any laws, regulations, requirements, procedures, or policies of such servers or networks; (f) falsely state or otherwise misrepresent your affiliation with any person or entity, or express or imply that the Company endorses you, your site, your business or any statement you make, or present false or inaccurate information about the Site and/or the Services; (g) take any action that imposes, or may impose, an unreasonable or disproportionately large load on our platform infrastructure, as determined by us; (h) bypass any measures we may use to prevent or restrict access to the Site and/or the Services; (i) copy, modify, alter, adapt, make available, translate, port, reverse engineer, decompile, or disassemble any portion of the User Generated Content and/or Content made accessible by Urbanr on or through the Site and/or the Services, or publicly display, reproduce, create derivative works from, perform, distribute, or otherwise use such Content; (j) copy, distribute, display, execute publicly, make available to the public, reduce to human readable form, decompile, disassemble, adapt, sublicense, make any commercial use, sell, rent, transfer, lend, process, compile, reverse engineer, combine with other software, translate, modify or create derivative works of any material that is subject to Urbanr's proprietary rights, including Urbanr's Intellectual Property (as such term is defined below), in any way or by any means; (k) make any use of the Content on any other site or networked computer environment for any purpose without Urbanr's prior written consent; (l) create a browser or border environment around Urbanr Content (no frames or inline linking is allowed); (m) sell, license, or exploit for any commercial purposes any use of or access to the Site and/or the Services and/or Content and/or User Generated Content; (n) frame or mirror any part of the Site without Urbanr's prior express written authorization; (o) create a database by systematically downloading and storing all or any of the Content and/or User Generated Content from the Site; (p) transmit or otherwise make available in connection with the Site any virus, worm, Trojan Horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component; (q) use the Site for any purpose for which the Site is not intended; and/or (r) infringe and/or violate any of the Terms.

4. Registration and User Account

Visitors of the Site are not required to open an account, however, if you wish to use our **certain** Services, you are required to open an account (the “**Account**”). The registration is free of charge. Registration may be done by completing the registration process within the Site which requires your e-mail address, full name and a password. If you register to the Site and intend to use the Services as a Tenant you are **also recommended** to fill an application form that will be sent to Landlords with respect to their Listings on the Site. Such information may include, *inter alia*, social security number, employment history, credit information, rental history and photocopies of your identification documents (for more information see our **Privacy Policy** at https://urbanr-cdn.azureedge.net/content/docs/legal/Urbanr_Privacy_Policy.pdf).

Your Account is password protected. In order to protect the security of your personal information available on your Account to the greatest extent possible, you must safeguard and not disclose your Account log-in details and supervise the use of such Account. You must provide accurate and complete information when creating an Account and you agree to not misrepresent your identity or your Account information. You agree to keep your Account information up to date and accurate.

YOU ARE SOLELY AND FULLY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR PASSWORD AND ACCOUNT AND FOR ALL ACTIVITIES THAT OCCUR UNDER YOUR ACCOUNT. If we believe, in good faith, that you have created an Account impersonating another person, such Account may expose you to civil and/or criminal liability.

You may not assign or transfer your rights or delegate your duties under the Account without the prior written consent of Urbanr. You must notify us immediately of any unauthorized use of your Account or any other breach of security and in such events you must change your password immediately via the settings in the Site. We cannot and will not be liable for any loss or damage arising from any failure of yours to comply with these Terms, i.e., if

someone else accesses your Account through the registration information he/she has obtained from you or through a violation by you of these Terms, or for any unauthorized use of your password or Account or any other breach of security.

If you wish to change your password to log-in to the Site, or cancel and remove your Account, you may use the settings menus or you can send us an e-mail of your request to: support@urbanr.com. Your Account on the Site will terminate within reasonable time following your request, and from such date of termination you will no longer be able to access your Account (see further details with respect thereto in the Privacy Policy).

We note that we can suspend access to your Account if we believe, in our sole discretion, that one (or more) of the following events have occurred: (a) there is risk to the security or privacy of your Account; (b) there is a threat to the security or integrity of our network or our servers; (c) suspension is needed to protect the rights, property or safety of Urbanr, its Users or the public; (d) there is a basis for termination of your Account; (e) you have violated these Terms; and/or (f) we are required to by law. We may provide you a notice in the event of any such suspension. During such suspension, you will not have the ability to use or access your Account and your User Generated Content. In the event that we will determine, in our sole discretion, that the reason for suspension of access to your Account has been resolved, we will restore access to your Account.

CANCELLING YOUR ACCOUNT MAY CAUSE THE LOSS OF THE FEATURES OR CAPACITY OF YOUR ACCOUNT. WE DO NOT ACCEPT ANY LIABILITY FOR SUCH LOSS.

5. Online Payment Processors

Payments may be processed via certain online payment service providers (“**Online Payment Processors**”). We may add or change the Online Payment Processors in our sole discretion. The Online Payment Processors enable you to send payments securely online using a credit card, debit card or bank account. We do not control and are not affiliated with such Online Payment Processors. These Online Payment Processors are independent contractors and have no employment or agency relationship with Urbanr. Urbanr is not responsible in any way for the actions or performance (or lack thereof) of such Online Payment Processors. The use of the Online Payment Processors is at your own risk. It is your responsibility to abide by all the terms specified by the Online Payment Processors in their terms of use and privacy policies. You acknowledge that you are fully assuming the risks of conducting any transactions via the Online Payment Processors.

Additional terms applicable to payment methods are specified in Section 21 below.

6. User Generated Content

The Site includes functionalities such as private chats, enabling Users to share and upload, post, publish or make available their own copyrightable materials such as drawings, designs, animations, literary works, texts, images, photos, videos and any other proprietary materials (collectively, the “**User Generated Content**”). For the avoidance of doubt, all Listings on the Site and information and/or materials included therein shall be considered as a User Generated Content.

The following terms apply to your User Generated Content:

1. You represent and warrant that (1) you are the rightful owner of the User Generated Content or that you have (and will continue to have) all the necessary licenses, rights, consents, and permissions from the licensors of such User Generated Content and (2) that such User Generated Content does not infringe any third party's intellectual property rights, privacy rights or publicity rights.
2. **THE USER GENERATED CONTENT THAT YOU UPLOAD IS PUBLICLY AVAILABLE TO OTHER USERS; AND, THEREFORE, IS DEEMED NON-CONFIDENTIAL AND YOU HEREBY WAIVE ANY PRIVACY RIGHTS AND PUBLICITY RIGHTS (AS APPLICABLE) WITH RESPECT THERETO.**
3. You understand and agree that you are solely responsible for your User Generated Content and the consequences of posting or publishing such User Generated Content. Urbanr will not bear any liability for any loss, damage, cost or expense that you may suffer or incur as a result of or in connection with uploading any User Generated Content.

4. You expressly agree that the User Generated Content will not include any unsolicited promotions, advertising, contests or raffles.
5. You agree that you will not post or upload any User Generated Content containing content which is unlawful for you to possess, post or upload in any country in which you are resident, or content which would be unlawful for Urbanr to use or possess in connection with the Site (including but not limited to any content which is defamatory, libelous, pornographic, indecent, harassing, threatening, abusive or fraudulent).
6. Although Urbanr has no obligation to screen, edit or monitor any of the User Generated Content, Urbanr explicitly reserves the right, at its sole discretion, to remove, edit, or disable the access of, any User Generated Content available on the Site at any time without giving any prior notice and for any reason, **and you are solely responsible for creating backup copies of your User Generated Content at your sole expense.**
7. Urbanr takes no responsibility and assumes no liability for any User Generated Content uploaded, posted, published or made available by you or any third party in the Site, or for any loss or damage thereto, nor is Urbanr liable for any mistakes, defamation, libel, falsehoods, obscenities or pornography you or any other third party may encounter.
8. Urbanr may create limits on the use of the Site, including limitation on size and storage space available for Users to upload User Generated Content.
9. As a viewer of the User Generated Content, you agree that if you find that any User Generated Content available on the Site is offensive, harmful, inaccurate, misleading or was posted in violation of these Terms, please stop viewing such User Generated Content and promptly contact our Misconduct Agent or our Copyright Agent, as applicable (for more information see below).

7. License to User Generated Content

As long as your User Generated Content is subject to any applicable copyright law, it shall remain at all times, and to the extent permitted by law, your sole and exclusive property. We do not claim ownership of your User Generated Content. However, we need certain licenses to your User Generated Content for business purposes and in order to enable different functions in the Site.

When you upload, post, publish or make available any User Generated Content on the Site, you grant us a perpetual, non-exclusive, royalty-free, and worldwide license to publically display, communicate, distribute, host, publically perform, publish, reproduce, make modifications or derivative works (solely for the purpose of better showcasing your User Generated Content), store and use such User Generated Content, in connection with the Site, whether through the Internet, mobile devices or otherwise, in any media formats and through any media channels known today and developed in the future for the purpose of operating, marketing, promoting and improving Urbanr and for any other legitimate business purposes. You hereby waive any moral rights, attribution rights and publicity rights (if any) with respect to our use of the User Generated Content in accordance with these Terms.

When you upload, post, publish or make available any User Generated Content, you grant to each User of the Site a non-exclusive, non-commercial and royalty-free license to access and view your User Generated Content on our Site. Please note that the Company cannot monitor or control what other Users do with your User Generated Content.

URBANR TAKES NO RESPONSIBILITY AND ASSUMES NO LIABILITY FOR ANY USER GENERATED CONTENT UPLOADED, POSTED, PUBLISHED AND/OR MADE AVAILABLE BY YOU OR ANY THIRD PARTY IN THE SITE, FOR ANY LOSS OR DAMAGE THERETO OR FOR ANY LOSS OR DAMAGE IT MAY CAUSE THIRD PARTIES, NOR IS URBANR LIABLE FOR ANY MISTAKES, DEFAMATION, LIBEL, FALSEHOODS, OBSCENITIES OR PORNOGRAPHY YOU OR ANY OTHER THIRD PARTY MAY ENCOUNTER WITH RESPECT TO THE USER GENERATED CONTENT.

8. Interactive Areas

The Site offers an online platform for registered Users wherein they can interact with each other through private chat features ("**Interactive Areas**"), and through which Users can discuss, review, comment etc., on Listings in order and coordinate an all-encompassing rental experience. You are solely responsible for your use of such Interactive Areas and use them at your own risk

As a provider of such Interactive Areas, Urbanr is not liable for any statements, representations or User Generated Content provided by its Users in such Interactive Areas.

Any use of the Interactive Areas or other portions of the Site in violation of the foregoing restrictions specified in these Terms, constitutes violation of these Terms and may result, *inter alia*, in termination or suspension of your rights to use the Interactive Areas and/or the Service.

9. Listings

If you create Listings, you represent that (1) all properties identified in the Listings have a valid address; (2) all of the properties in your Listings are owned by you or if you are acting on behalf of the owners of such properties, that you have permission to offer them for rent and create Listings; (3) when a User requests a meeting for a certain Listing, you may not contact him with respect to another Listing of yours without his prior consent; (4) the renting of any of your Listings by any User will not constitute a breach of any agreements you are bound by, and will comply with all applicable laws, regulations and requirements that apply to the Listings.

Although Urbanr has no obligation to screen, edit or monitor any of the Listings, Urbanr explicitly reserves the right, at its sole discretion, to remove, edit, or disable the access of any Listing without giving any prior notice, at any time and for any reason, and you are solely responsible for creating backup copies of your Listing at your sole expense.

You hereby agree and acknowledge that Urbanr is not part of, and assumes no responsibility to any agreement executed between you and a User, in connection with your Listing.

It is hereby clarified that all your Listings are at your sole responsibility, and Urbanr shall assume no responsibility in connection with any Listings, including the compliance of any Listing to any applicable laws, regulations and requirements.

THE CONTENT CONTAINED IN ANY LISTINGS, AND THE CONDITION AND THE QUALITY OF THE PROPERTIES INDICATED BY SUCH LISTINGS ARE NOT UNDER THE CONTROL OF URBANR. URBANR ASSUMES NO RESPONSIBILITY FOR SUCH CLAIMS RELATED THERETO, AND DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY OF THE LISTINGS.

10. Misconduct and Copyright Agent

We care for your safety. If you believe a User acted inappropriately, including but not limited to offensive, violent or sexually inappropriate behavior, please report immediately such person to the appropriate authorities and to our Misconduct Agent at the e-mail address which appears in the Site.

Urbanr respects the intellectual property rights of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide the following information in writing to Urbanr's Copyright Agent: (i) a physical or electronic signature of a person authorized to act on behalf of the owner of the copyright; (ii) a description of the copyrighted work that you claim has been infringed; (iii) a description of the material that you claim to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information sufficient to permit us to locate the material; (iv) information so that we can contact you, such as address, telephone number and e-mail address; (v) a statement that you believe in good faith that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; (vi) a statement that the information in the notification is accurate and, under penalty of perjury, that you are the copyright owner or are authorized to act on behalf of the owner of a copyright that is allegedly infringed. Urbanr's Copyright Agent can be reached at the e-mail address at: misconduct@urbanr.com.

11. Contacting us via the Site

You do not have to register in order to visit the Site. However, in order to contact us using the Site, you may send us an e-mail to: info@urbanr.com

12. Privacy Policy

We respect your privacy and are committed to protect the information you share with us. We believe that you have a right to know our practices regarding the information we collect when you connect to, access or use the Site. Our policy and practices and the type of information collected are described in details in our **Privacy Policy** at https://urbanr-cdn.azureedge.net/content/docs/legal/Urbanr_Privacy_Policy.pdf which is incorporated

herein by reference. You agree that Urbanr may use personal information that you provide or make available to Urbanr in accordance with the Privacy Policy. If you intend to connect to, access or use the Site you must first read and agree to the Privacy Policy.

13. Intellectual Property Rights

The Site, the Content and the Company's proprietary assets and any and all intellectual property rights pertaining thereto, including, but not limited to, inventions, patents and patent applications, trademarks, trade names, service marks, copyrightable materials, domain names and trade secrets, whether or not registered or capable of being registered (collectively, "**Intellectual Property**"), are owned by and/or licensed to the Company and are protected by applicable patent, copyright and other intellectual property laws and international conventions and treaties. All rights not expressly granted to you hereunder are reserved by the Company and its licensors.

The Terms do not convey to you an interest in or to the Company Intellectual Property but only a limited revocable right of use in accordance with the Terms. Nothing in the Terms constitutes a waiver of the Company's Intellectual Property under any law.

To the extent you provide any feedbacks, comments or suggestions to Urbanr ("**Feedback**"), Urbanr shall have an exclusive, royalty-free, fully paid up, worldwide, perpetual and irrevocable license to incorporate the Feedback into any Urbanr current or future products, technologies or services and use same for any purpose all without further compensation to you and without your approval. You agree that all such Feedback shall be deemed to be non-confidential.

Further, you warrant that your Feedback is not subject to any license terms that would purport to require Urbanr to comply with any additional obligations with respect to any Urbanr current or future products, technologies or services that incorporate any Feedback.

14. Trademarks and Trade Names

"Urbanr" Urbanr™, Urbanr's marks and logos and all other proprietary identifiers used by the Company in connection with the Site ("**Company Trademarks**") are all trademarks and/or trade names of the Company, whether or not registered. All other trademarks, service marks, trade names and logos which may appear on the Site belong to their respective owners ("**Third Party Marks**"). No right, license, or interest to the Company Trademarks and the Third Party Marks is granted hereunder, and you agree that no such right, license, or interest may be asserted by you with respect thereto and therefore you will avoid using any of those marks, except as permitted herein.

15. Linking to Urbanr's Site and Links to Third Party Sites

We welcome links to any page on our Site. You are free to establish a hypertext link to the Site so long as the link does not state or imply any connection or approval of your website, products and/or services by Urbanr, and does not portray Urbanr in a false or otherwise offensive manner. You may not link to our Site from a site that you do not own or have permission to use. In the event that you link to Urbanr's Site you represent that your site does not contain content that is unlawful, offensive or infringing third party rights. However, we do not permit framing or inline linking.

Certain links provided herein permit our Users to leave this Site and enter non-Urbanr sites or services (which may include but shall not be limited to Facebook, Instagram, Twitter, Google+, Mapbox, Google StreetView, Google Maps, TransUnion, LinkedIn and Instagram). Those linked sites and services are provided solely as a convenience to you. These linked sites and services are not under the control of Urbanr and it is not responsible for the availability of such external sites or services, and does not endorse and is not responsible or liable for any content including but not limited to content advertising, products or other information on or available from such linked sites and services or any link contained in linked sites or service. In addition, Urbanr is not responsible or liable for such linked sites and services' privacy practices and/or any other practices. Your access to, use of and reliance upon any such sites, services and content and your dealings with such third parties are at your sole risk and expense. Urbanr reserves the right to terminate any link at any time. You further acknowledge and agree that Urbanr shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused, by or in connection with use of or reliance on any services, content, products or other materials available on or through

such linked sites or resource. Most of such linked sites and services provide legal documents, including terms of use and privacy policy, governing the use thereof. It is always advisable and we encourage you to read such documents carefully before using those sites and services, *inter alia*, in order to know what kind of information about you is being collected.

16. Availability

The Site's availability and functionality depends on various factors, such as communication networks. Urbanr does not warrant or guarantee that the Site will operate and/or be available at all times without disruption or interruption, or that it will be immune from unauthorized access or error-free.

17. Changes to The Site

Urbanr reserves the right to modify, correct, amend, enhance, improve, make any other changes to, or discontinue, temporarily or permanently this Site (or any part thereof, including but not limited to the Content) without notice, at any time. In addition, you hereby acknowledge that the Content provided under this Site may be changed, extended in terms of content and form or removed at any time without any notice to you. You agree that Urbanr shall not be liable to you or to any third party for any modification, suspension, or discontinuance of this Site or the Content included therein. You hereby agree that the Company is not responsible for any errors or malfunctions that may occur in connection with the performance of such changes.

18. Disclaimer and Warranties

TO THE FULLEST EXTENT LEGALLY PERMISSIBLE, THE SITE, CONTENT AND THE USER GENERATED CONTENT ARE PROVIDED ON AN "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE" BASIS, AND URBANR, INCLUDING ITS VENDORS, OFFICERS, SHAREHOLDERS, SUB-CONTRACTORS, DIRECTORS, EMPLOYEES, SUBSIDIARIES, LICENSORS, AGENTS AND SUPPLIERS (COLLECTIVELY, "URBANR'S REPRESENTATIVES"), DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF USE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS THAT THIS AGREEMENT CANNOT CHANGE.

WE DO NOT WARRANT (I) THAT THE USE AND OPERATION OF THE SITE AND/OR CONTENT IS OR WILL BE SECURE, TIMELY, ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERRORS, OR FREE OF VIRUSES, DEFECTS, WORMS, OTHER HARMFUL COMPONENTS OR OTHER PROGRAM LIMITATIONS; (II) THAT WE WILL CORRECT ANY ERRORS OR DEFECTS IN THE SITE; (III) THE SITE WILL BE INTEROPERABLE OR COMPATIBLE WITH YOUR DEVICE, OTHER SOFTWARE, HARDWARE, OR ANY EQUIPMENT, AND WE ARE NOT RESPONSIBLE FOR ANY LOSSES SUFFERED RESULTING FROM INTEROPERABILITY OR COMPATIBILITY PROBLEMS; AND/OR (IV) THE USE, INABILITY TO USE OR OPERATE, OR THE RESULTS OF THE USE OF THE SITE AND/OR CONTENT AND/OR USER GENERATED CONTENT AND/OR THE LISTINGS AVAILABLE THEREIN OR THROUGH THE SITE (INCLUDING THAT THE RESULTS OF USING THE SITE, THE LISTINGS, THE CONTENT AND/OR THE USER GENERATED CONTENT WILL MEET YOUR REQUIREMENTS). URBANR AND URBANR'S REPRESENTATIVES DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE USE OF THE SITE, INCLUDING BUT NOT LIMITED TO THE AVAILABILITY, RELIABILITY OR THE QUALITY OF THE SITE, THE SERVICES, THE CONTENT, THE USER GENERATED CONTENT AND/OR THE LISTINGS, AND ARE NOT AND SHALL NOT BE RESPONSIBLE FOR ANY ERROR, FAULT OR MISTAKE RELATED TO ANY USER GENERATED CONTENT, CONTENT AND INFORMATION DISPLAYED WITHIN THE SITE.

WE ARE NOT RESPONSIBLE AND HAVE NO LIABILITY FOR ANY ITEM OR SERVICE PROVIDED BY ANY PERSON OR ENTITY OTHER THAN URBANR.

WE ARE NOT RESPONSIBLE FOR ANY CONSEQUENCES TO YOU OR OTHERS THAT MAY RESULT FROM TECHNICAL PROBLEMS (INCLUDING WITHOUT LIMITATION IN CONNECTION WITH THE

INTERNET SUCH AS SLOW CONNECTIONS, TRAFFIC CONGESTION, OVERLOAD OF SERVERS, DELAYS OR INTERRUPTIONS) OR ANY TELECOMMUNICATIONS OR INTERNET PROVIDERS.

YOU AGREE THAT USE OF THE SITE AND/OR THE CONTENT AND/OR USER GENERATED CONTENT IS ENTIRELY AT YOUR OWN RISK. INASMUCH AS SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSIONS OR LIMITATIONS AS SET FORTH HEREIN, THE FULL EXTENT OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY.

19. Limitation of Liability

TO THE MAXIMUM EXTENT LEGALLY PERMISSIBLE, IN NO EVENT SHALL URBANR, INCLUDING URBANR'S REPRESENTATIVES BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, CONTRACT, NEGLIGENCE, TORT OR STRICT LIABILITY) (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, PROFITS OR DATA AND BUSINESS INTERRUPTION) ARISING HEREUNDER, RESULTING FROM OR ARISING OUT OF THE SITE, ANY COMMUNICATIONS AND INTERACTIONS OR MEETINGS WITH USERS OF THE SITE OR OTHER PERSONS WITH WHOM YOU COMMUNICATE AS A RESULT OF YOUR USE OF THE SITE, AND/OR THE CONTENT AND/OR USER GENERATED CONTENT AND/OR YOUR LISTING OR THE RENTING OF ANY LISTED PROPERTY, YOUR USE OR INABILITY TO USE THE SITE AND/OR THE CONTENT AND/OR USER GENERATED CONTENT AND/OR THE SERVICES AND/OR THE FAILURE OF THE SITE TO PERFORM AS REPRESENTED OR EXPECTED, OR FROM THE PERFORMANCE OR FAILURE OF URBANR TO PERFORM UNDER THESE TERMS, ANY OTHER ACT OR OMISSION OF URBANR OR URBANR'S REPRESENTATIVES BY ANY OTHER CAUSE WHATSOEVER; OR BASED UPON BREACH OF WARRANTY, GUARANTEE OR CONDITION, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER URBANR OR URBANR'S REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ANY CASE, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING AND TO THE MAXIMUM EXTENT LEGALLY PERMISSIBLE, URBANR'S AND URBANR'S REPRESENTATIVES' TOTAL AGGREGATE LIABILITY FOR ALL DAMAGES OR LOSSES WHATSOEVER ARISING HEREUNDER OR IN CONNECTION WITH YOUR USE OR INABILITY TO USE THE SITE AND/OR THE CONTENT AND/OR THE USER GENERATED CONTENT AND/OR THE SERVICES SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, IF ANY, TO URBANR FOR USE OF THE SITE OR \$US1.00, WHICHEVER IS GREATER.

INASMUCH AS SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSIONS OR LIMITATIONS AS SET FORTH HEREIN, THE FULL EXTENT OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY.

20. Indemnification

You agree to defend, indemnify and hold harmless Urbanr, including Urbanr Representatives from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including but not limited to attorney's fees) arising from: (i) your use, misuse of, inability to use and/or activities in connection with the Site and/or the Services and/or Content; (ii) your violation of any of these Terms; (iii) your violation of any third party rights, including without limitation any intellectual property rights or privacy right of such third party; and (iv) any damage of any sort, whether direct, indirect, special or consequential, you may cause to any third party with relation to the Site and/or the Services; and (v) the User Generated Content you uploaded through the use of the Site, (vi) communications and/or interactions with Users and/or other persons arising from your use of the Site, (vii) creation of, rental of and any other use of a Listing, including but not limited to, any damages and losses. It is hereby clarified that this defense and indemnification obligation will survive these Terms.

Without derogating from the foregoing, we reserve the right to assume the exclusive defense and control of any matter which is subject to indemnification by you, which will not excuse your indemnity obligations hereunder

and in which event you will fully cooperate with us in asserting any available defense. You agree not to settle any matter subject to an indemnification by you without first obtaining our prior express written approval.

21. Fees and Payment

Urbanr shall be paid a 1.5% merchant fee for any payment made through the Site, which is directed to and received by the Landlords. Each Landlord may elect, at its sole discretion, to: (a) pay Urbanr the merchant fee; (b) require the relevant Tenant to pay Urbanr the merchant fee; or (c) share the obligation with the relevant Tenant to pay Urbanr the merchant fee, in which case the Landlord and the Tenant will be severally liable for their respective obligations.

In the event that the Landlord elects that a Tenant may pay rent through the Site, the rent shall be paid in the following manner: Tenants shall pay their rent (whether by credit card, online money transfer or by other means) using our authorized third party service providers, and Urbanr shall transfer the payments to the Landlords once the following conditions are met: (1) the rent date, as agreed upon by the parties in the Account settings, has arrived; and (2) each roommate has paid his due amount in full. Payments shall be transferred to the Landlord via electronic funds transfer, using our third party service providers as described herein. Tenants will receive a timely confirmation acknowledging the receipt of their payments.

It is hereby clarified that when a Tenant is late on rent payment, he may be subject to late fees, as may be applicable at the Landlord's sole discretion. Such fees may be assessed by the Landlord regarding rent payments which occur after the late dates and/or grace periods which have passed, as established in agreements with the Landlord.

IT IS HEREBY CLARIFIED THAT URBANR IS NOT RESPONSIBLE FOR ARRANGEMENT TREATING LATE FEES AND/OR GRACE PERIODS, AND THAT ANY RENT PAYMENT-RELATED SUBJECT SHALL BE DETERMINED SOLELY BY THE LANDLORD. URBANR DISCLAIMS ALL LIABILITY IN CONNECTION THERETO.

If you are a Landlord you hereby acknowledge and agree to receive all and any payments made through our Site within 3-5 business days.

Urbanr reserves the right at any time to charge and/or increase fees for the use of the Services or portions thereof, including fees for your Listings, regarding which you shall be notified in advance in accordance with Section 22 below. You shall pay all fees and charges incurred through your Account at the rates in effect for the billing period in which such fees and charges are incurred, including but not limited to charges for any services offered by us or by any other vendor or third party service provider.

You shall pay all applicable taxes relating to the use of the Services and to the purchase of any other services.

Urbanr may, at its sole discretion, round up or round down amounts that are payable from or to Tenants or Landlords to the nearest whole functional unit in the currency in which payment is made (i.e. to the nearest dollar). Payments are currently accepted and processed solely in U.S Dollars.

22. Amendments to the Terms

The Company may, at its sole discretion, change the Terms from time to time, including any other policies incorporated thereto, so please re-visit this page frequently. In case of any material change (including a change to the fees set out in Section 21 above), we will make reasonable efforts to post a clear notice on the Site and/or will send you an e-mail regarding such change. Such material changes will take effect seven (7) days after such notice was provided on our Site or sent via e-mail, whichever is the earlier. Otherwise, all other changes to these Terms are effective as of the stated "Last Revised" date and your continued use of the Site on or after the Last Revised date will constitute acceptance of, and agreement to be bound by, those changes. In the event that the Terms should be amended to comply with any legal requirements, the amendments may take effect immediately, or as required by the law and without any prior notice.

23. Termination of these Terms and Termination of Site's operation

Urbanr may at any time, at its sole discretion, cease the operation of the Site or any part thereof, temporarily or permanently, delete any information or Content from the Site or correct, modify, amend, enhance, improve and

make any other changes thereto or discontinue displaying or providing any information, Content or features therein without giving any prior notice. You agree and acknowledge that Urbanr does not assume any responsibility with respect to, or in connection with the termination of the Site's or Service's operation and loss of any data. The provisions of these Terms that, by their nature and content, must survive the termination of these Terms in order to achieve the fundamental purposes of these Terms shall so survive.

These Terms shall remain in effect until terminated as set forth herein. Your failure to comply herewith shall terminate these Terms. In the event of your failure to comply herewith Urbanr may immediately temporarily or permanently limit, suspend or terminate your Account. In addition, Urbanr may temporarily or permanently limit, suspend or terminate your Account. If you object to any term hereof, as may be amended from time to time, or become dissatisfied with the Service, you may terminate these Terms at any time by exiting our Site and stopping your use thereof and this will be your sole remedy in such circumstances. In such circumstance and upon termination of these Terms in the event of your failure to comply herewith: (i) the license and all other rights granted to you hereunder will automatically terminate; (ii) you must immediately cease all use of the Service and certify to Urbanr if required by it; and (iii) the provisions of these Terms that, by their nature and content, must survive the termination of these Terms in order to achieve the fundamental purposes of these Terms shall so survive. Without limiting the generality of the forgoing, the Intellectual Property, Disclaimers, Limitation of Liability, Indemnification and General sections will survive the termination of the Terms.

At any time, Urbanr may without notice discontinue your use of the Site, at its sole discretion, in addition to any other remedies that may be available to Urbanr under any applicable law.

24. General

(a) These Terms constitute the entire terms and conditions between you and the Company relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and the Company, (b) any claim relating to the Site or the use thereof will be governed by and interpreted in accordance with the laws of the State of California without reference to its conflict-of-laws principles and the United Nations Convention Relating to a Uniform Law on the International Sale of Goods may not be applied, (c) any dispute arising out of or related to the Site will be brought in, and you hereby consent to exclusive jurisdiction and venue in, the competent courts of State or Federal courts in the State of New York,. You agree to waive all defenses of lack of personal jurisdiction and forum non-convenience and agree that process may be served in a manner authorized by applicable law or court rule. Notwithstanding the foregoing, Urbanr may seek injunctive relief in any court of competent jurisdiction, (d) these Terms do not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the parties hereto, (e) no waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof, (f) YOU ACKNOWLEDGE AND AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED, (g) if any provision hereof is adjudged by any court of competent jurisdiction to be unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect while most nearly adhering to the intent expressed herein, (h) you may not assign or transfer these Terms (including all rights and obligations hereunder) without our prior written consent and any attempt to do so in violation of the foregoing shall be void. We may assign or transfer these Terms without restriction or notification, (i) no amendment hereof will be binding unless in writing and signed by Urbanr, and (j) the parties agree that all correspondence relating to these Terms shall be written in the English language.

25. For information, questions or notification of errors, please contact:

If you have any questions (or comments) concerning the Terms, you are most welcome to send us an e-mail to info@urbanr.com.

