

Terms of Service and Acceptable Use Policy

Version: April 25, 2016

1. ACCEPTANCE OF TERMS

These Predictive Risk Assessment, LLC dba Tenant Risk Assessment Terms of Service (“TOS”) are between you (“You”, “Your,” or “Merchant”) and Predictive Risk Assessment, LLC and its affiliates (“TRA”) and consists of the most recent versions of the terms and conditions of the TOS as well as the TRA Privacy Policy (all together, the “Terms of Service” or “Terms” or “Agreement”). TRA reserves the right, in its sole discretion, to modify all or part of these Terms at any time without notice or acceptance by You. Regardless of whether TRA has provided You individual notice, Your continued use of the Service following TRA’s notice or posting of changed Terms will constitute Your acceptance of such changes.

BY COMPLETING THE REGISTRATION PROCESS (“Registration Process”) AND CLICKING THE “I ACCEPT” BUTTON, YOU:

(a) agree to be bound by these Terms; (b) represent and warrant that, if You are an individual, You are 18 years old or older or, if you are an entity, that You are a corporation, partnership, or other legal entity duly formed (and incorporated if applicable) in good standing where required to do business with all legal authority and power to accept these Terms; and (c) agree to provide, and to continue to provide, true, accurate, current, and complete information in the Service registration form, including billing and payment-related information and other account information (all together, the “Account Information”). If these Terms or any future changes are unacceptable to You, Your sole remedy is to cancel Your Service. **IF YOU DO NOT ACCEPT AND AGREE TO THESE TERMS, DO NOT COMPLETE THE REGISTRATION PROCESS.**

2. DESCRIPTION OF SERVICE

The complete list of services (the “Service”) governed by these Terms is as follows:

1. TRA Client Portal

Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new Service resources, shall be subject to these Terms. In order to use the Service, You must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any and all costs associated with such access, including, but not limited to, telephone, computer hardware, and other equipment needed for such access. TRA

reserves the right to establish limitations on the extent of any support provided for the Service, and the hours at which it is available.

3. INTELLECTUAL PROPERTY

Except for the rights expressly granted herein, this Agreement does not transfer from TRA to You any technology developed, licensed, or owned by TRA, and all rights, title, and interest in and to such technology will remain solely with TRA. You agree that You will not, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets of TRA. TRA may be required to disclose information to individuals asserting rights under the Digital Millennium Copyright Act, and You expressly authorize TRA to comply with any and all lawful notices, subpoenas, court orders, or warrants without prior notice to You. TRA, TRA's Client Portal and other product and service names, and all of their related logos are each trademarks of Predictive Risk Assessment, LLC (the "TRA Marks"). Without TRA's prior written permission, you agree not to display, or use in any manner, the TRA Marks. You further agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Service, or use of or access to the Service without the express written permission of TRA.

4. PAYMENT

You will pay all fees due according to the prices and terms applicable to your Services. Recurring fees will be charged in advance to Your selected payment method. If Your selected payment method is invalid or You are otherwise past due in your payments for any reason, the Service may be terminated and removed from TRA's servers by TRA on thirty (30) days' notice. TRA accepts no liability for information or content that is deleted due to an invalid payment method or past-due payments. In the event You fail to pay charges, TRA may assign unpaid late balances to a collection agency for appropriate action. In the event legal action is necessary to collect on balances due, You agree to reimburse TRA for all expenses incurred to recover sums due, including attorneys' fees and other legal expenses. TRA may, upon notice required by applicable laws, at any time change the amount of or basis for determining any fee or charge or institute new fees or charges with respect to the Service. You shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, municipal fees, transfer, transaction, property, or similar taxes, fees, or surcharges (hereinafter "Tax") imposed on, or with respect to, the Services under this Agreement.

If You are due a refund, the amounts will be credited and refunded to You. Both the refund and charge will be based on the number of days remaining in Your contract term. The contract term and anniversary date may change if You change from a non-annual service to an annual service, or from an annual service to a non-annual service. Fees may not be credited towards other services.

5. TERM AND TERMINATION

The initial term of this Agreement will commence on the first date on which you use the Service and will remain in effect for the period of time corresponding to the plan You select (“Initial Term”). If You wish to terminate the Services at the end of the Initial Term or any subsequent term to which you have agreed (“Renewal Term”), You must provide TRA thirty (30) days’ prior written notice. If You fail to notify TRA of Your intent not to renew, this Agreement will be automatically renewed thirty (30) days prior to the end of the current Initial or Renewal Term for a month-to-month period, ninety (90) days prior to the end of the current term for a 3-month-term product, or fifteen (15) days prior to the end of the current annual term for a one-year product, at the TRA then-current rates and charges. If You agree to a Renewal Term, or fail to cancel the services as set forth herein, this Agreement will be renewed at the then-current rates and fees. Except as set forth in these Terms, neither party will be liable to the other for any termination or expiration of any Service or this Agreement in accordance with its terms.

TRA may terminate these Terms at any time, for any or no reason, upon notice to You. Notwithstanding anything to the contrary herein, TRA may also immediately suspend or terminate Your Service, terminate Your access and password, remove Your Service from TRA’s servers, or remove any Content within the Service, if TRA concludes, in its sole discretion, that You (a) have breached, violated, or acted inconsistently with the letter or spirit of these Terms, including any applicable law or regulation; (b) have provided false information as part of your Account Information; (c) have failed to keep your Account Information complete, true, and accurate; (d) are engaged in fraudulent or illegal activities or the sale of illegal or harmful goods or services; or (e) are engaged in activities or sales that may damage the rights or reputation of TRA or others (each “Termination for Cause”). Any Termination for Cause by TRA will take effect immediately, and You expressly agree that You will not have any opportunity to cure.

In addition to any other right to terminate set forth herein, either party may terminate this Agreement if: (i) the other party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same, except in the case of failure to pay fees, which must be cured within five (5) days after receipt of written notice from TRA; or (ii) the other party becomes the subject of a voluntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors.

Upon any termination of the Service, TRA reserves the right to permanently delete from its servers any and all information and content contained in Your account or Service, including, but not limited to, order processing information, mailing lists, files, email, and any web pages generated by You or the Service. TRA accepts no liability for such deleted information or content. You expressly waive any statutory or other legal protection in conflict with the provisions of this Section 5.

6. PRIVACY AND ACCEPTABLE USE

You agree that you have received, read and understand the TRA Privacy Policy (“TRA Policy”). The TRA Policy contains restrictions on Your online conduct (including prohibitions against unsolicited commercial email). The current version of the TRA Policy is posted at the TRA web site as set forth in Section 1. TRA may change the TRA Policy upon notice to You, which notice may be provided by posting such new TRA Policy at the TRA web site. As part of Your Registration Process, You agree that some communications from TRA are required, including, but not limited to, customer service and administrative messages regarding Your Service. In order to opt out of receiving such communications, You must cancel the Service.

In addition to those matters addressed in the TRA Policy, (a) You shall comply with any and all local, state, federal, or foreign law or regulation that applies to You or Your use of the Services, and (b) You shall not post, transmit, retransmit, or store material on or through any of the Services which, in the sole judgment of TRA (i) is threatening, obscene, indecent, defamatory, or that otherwise would violate the rights of any individual, group, or entity (collectively, “Persons”), or (ii) violates the rights of any Person, including rights protected by copyright, trade secret, patent, or other intellectual property laws or regulations including, but not limited to, the installation or distribution of software products that are not appropriately licensed for Your use. You agree that you will NOT knowingly use the Service to: (a) upload, post, email, transmit, or otherwise make available (“Post”) any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or invasive of another’s privacy; (b) harm minors in any way; (c) impersonate any person or entity, or misrepresent your affiliation with a person or entity; (d) disguise the origin of any content transmitted through the Service; (e) post any content that You do not have a right to make available under any law or under contractual or fiduciary relationships; (f) post any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” or “pyramid schemes;” (g) post any material that contains software viruses or any other computer code designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (h) interfere with or disrupt the Service or servers or networks connected to the Service, or violate any requirements, procedures, policies, or regulations of networks connected to the Service; (i) violate any applicable local, state, national or international law, or any regulations having the force of law; (j) promote or provide instructional information about illegal activities; or (k) collect, transmit, or store any type of adult, mature, or sexually explicit content.

You agree to indemnify and hold harmless TRA from any claims resulting from any use of the Services that causes You or any other party damage. TRA reserves the right to take any action it deems necessary at its sole discretion, including, without limitation, account termination or suspension, to protect against any abusive or harmful behavior. You agree that TRA shall not be responsible or liable for any loss or damage of any sort incurred by

You, or any third party, as the result of TRA taking or not taking any actions in response to any actual or perceived abusive user behavior.

7. OWNERSHIP AND SECURITY

You will receive a password from TRA to provide access to and use of Your Service, and You agree to keep Your password confidential. You agree to immediately notify TRA of any unauthorized uses of the Service or any other breaches of security. TRA cannot and will not be liable for any loss or damage from Your failure to comply with this security obligation.

8. COMPLIANCE

You represent and warrant that You are not a resident of any country or affiliated with any organization prohibited to do business within the United States as defined and set forth at: <http://www.export.gov> and <http://www.treas.gov/ofac>. You agree to comply with all applicable U.S. and non-U.S. laws, rules, regulations and orders, including, but not limited to, tax, export and import, embargo and trade sanctions, intellectual property, including copyright, content, sales, mail-order, commerce, and e-commerce laws and regulations.

9. INDEMNITY

You agree to indemnify and hold harmless TRA, and its parents, subsidiaries, affiliates, or other partners, officers, directors, shareholders, employees, and agents, from any claim, demand, or investigation, including reasonable attorneys fees, made by any third party due to or arising out of Your Content, Your use of the Service, the goods or services offered or sold through Your Service, any alleged violation of these Terms, including any applicable TRA Policy, law, or regulation, or any alleged violation of any rights of another, including but not limited to, Your use of any content, trademarks, service marks, trade names, copyrighted or patented material, or other intellectual property used in connection with Your Service. TRA reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, but doing so shall not excuse Your indemnity obligations.

10. MODIFICATIONS TO AND DISCONTINUATION OF SERVICE

TRA reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that TRA shall not be liable to You or to any third party for any modification, suspension, or discontinuance of the Service. You will keep a back-up copy of all data hosted by TRA. TRA is not responsible for providing physical access to or copies of software, data, or content stored on TRA's equipment under any circumstances.

11. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (a) THE SERVICE AND SOFTWARE ARE PROVIDED ON AN “AS IS” BASIS. TRA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT; (b) YOUR USE OF THE SERVICE, THE SOFTWARE, AND ANY MATERIAL AND/OR DATA OBTAINED THROUGH THE USE OF THE SERVICE, IS AT YOUR OWN RISK, AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA; (c) NEITHER THIS AGREEMENT NOR ANY DOCUMENTATION FURNISHED UNDER IT IS INTENDED TO EXPRESS OR IMPLY ANY WARRANTY THAT (i) THE SERVICE OR SOFTWARE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE OR SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.

12. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT TRA AND ITS AFFILIATES, PARTNERS, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS, SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES WHATSOEVER, FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS, PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF TRA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) ERRORS, DEFECTS, OMISSIONS, DELAYS, OR ANY OTHER FAILURE OF THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (iv) ANY OTHER MATTER RELATING TO THE SERVICE. TRA’S LIABILITY TO YOU SHALL NOT, FOR ANY REASON OR IN ANY CIRCUMSTANCE, EXCEED THE AGGREGATE PAYMENTS ACTUALLY MADE BY YOU TO TRA IN THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE CLAIM. YOU ACKNOWLEDGE THAT TRA HAS SET ITS PRICES IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH HEREIN, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. YOU AGREE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND DISCLAIMERS SPECIFIED IN THESE TERMS WILL SURVIVE AND APPLY EVEN IF FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. SOME JURISDICTIONS DO

NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR LIABILITIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

13. MISCELLANEOUS

Notices under these Terms shall be by electronic mail or in writing and shall be deemed delivered upon receipt to the party to whom such communication is directed, at the addresses specified below. If to TRA, such notices shall be addressed to TRA, 990 Grove Street, Suite 409, Evanston, IL 60201. If to You, such notices shall be addressed to the electronic or mailing address specified when You opened Your account, or such other address as either party may give the other by notice as provided above. TRA may also provide notices of changes to these Terms or other matters by displaying notices or links to notices to You generally on the Service. These Terms and the relationship between You and TRA shall be governed by the laws of the State of Illinois without regard to its conflict of law provisions. You and TRA agree to submit to the personal jurisdiction of the courts located within the State of Illinois. The failure of TRA to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. Except as expressly set forth herein, You may not assign Your rights nor delegate Your duties under this Agreement either in whole or in part without the prior written consent of TRA, and any attempted assignment or delegation without such consent will be void. TRA may assign this Agreement in whole or part. This Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between TRA and You. Neither TRA nor You will have the power to bind the other or incur obligations on the other's behalf. TRA and You agree that there shall be no third-party beneficiaries to this Agreement.

TRA respects the intellectual property of others, and we ask that You do the same. If you believe that your work has been copied in a way that constitutes infringement, please provide our Copyright Agent for notice the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual-property interest; (b) a description of the copyrighted work or other intellectual property that You claim has been infringed; (c) a description of where the material that You claim is infringing is located on the site; (d) Your address, telephone number, and email address; (e) a statement by You that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (f) a statement by You, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual-property owner or authorized to act on the copyright or intellectual-property owner's behalf.

These Terms constitute the entire agreement between You and TRA and govern Your use of the Service, superseding any prior agreements between You and TRA (including, but not limited to, any prior versions of these Terms) pertaining to this Service. If any provision of these Terms or incorporated documents is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions

of these Terms remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. The provisions of Sections 3, 5, 6, 8, 9, 11, 12, and 13, along with any other term that by its nature should survive, will survive any termination or expiration of these Terms.