### I RENT TO VETERANS, LLC

Also known as iRent2Veterans.com and iRent2Vets.com

### **Terms of Use**

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I RENT TO VETERANS LLC, is an advertising company, registered in the State of Florida as a Fictitious Name. We provide the consumers with quick access to Rental Property Searches, Veterans Service Organizations, and Attorneys that assist and/or provide a service to our U.S. Veterans, including active Members of the Army, Navy, Air Force, Marine Corps, Coast Guard, and Space Force. Our services also include Members of the U.S. Military reserve components (Reserve and National Guard), Disabled, Retirees, Elderly, and their spouses (collectively, "Veterans and their Spouses"). The following Terms of Use outline your obligations when using the "I RENT TO VETERANS" websites, webpages, mobile apps, audio, video, photographs, images, text, and audio services.

### 1. ACCEPTANCE OF TERMS

The I RENT TO VETERANS website available at <a href="www.iRent2Veterans.com">www.iRent2Veterans.com</a> and iRent2Vets.com, the I RENT TO VETERANS mobile apps, all related sites and other social media sites, and the various content, features, and services offered on and in connection with these sites and apps, including the I RENT TO VETERANS magazines, brochures, fliers, and other media (collectively, the "Sites and Services") are owned, used and/or operated by I RENT TO VETERANS and can only be accessed and used by you under the Terms of Use described below ("Terms of Use"). PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING, DOWNLOADING, UPLOADING, OR USING ANY OF THE SITES AND SERVICES, YOU AGREE TO BECOME BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS, THEN YOU MAY NOT ACCESS AND USE THE SITES AND SERVICES INDICATED HEREIN.

## 2. MODIFICATIONS OF TERMS OF USE

I RENT TO VETERANS may, in its sole discretion, modify these Terms of Use at any time effective upon posting the modified Terms of Use on and in connection with the Sites and Services, with or without additional notice to you. You are responsible for regularly reviewing information posted on the Sites and Services to obtain timely notice of such changes. If you do not agree to the amended terms, you agree to immediately stop using the Sites and Services and to provide I RENT TO VETERANS notice to remove you from any distribution lists, subscriptions, and/or other communication list that are available to you through your use of the Sites and Services. YOUR CONTINUED USE OF THE SITE AND SERVICES AFTER SUCH POSTING (OR OTHER NOTIFICATION, IF ANY) MEANS YOU ACCEPT AND AGREE TO BE BOUND BY MODIFIED TERMS OF USE.

### 3. USE OF THE SITE AND SERVICES

Subject to full compliance with these Terms of Use, I RENT TO VETERANS grants authorized users a nonexclusive, nontransferable, non-sublicensable, terminable license to access and use the Sites and Services for your personal use. You agree to not access, reproduce, duplicate, copy, sell, re-sell, modify, distribute, transmit, or otherwise exploit the Sites or Services or any of their content for any purpose except for your personal use and as described in these Terms of Use, without the express written consent of I RENT TO VETERANS. I RENT TO VETERANS may modify, update, suspend or discontinue the Sites and Services, in whole or in part, at our sole discretion for any or no reason, at any time and with or without notice. I RENT TO VETERANS shall not be liable to any user or other third party for any such modification, update, suspension, or discontinuance.

# 4. USER CONDUCT

As a condition of your access and use of the Sites and Services and your submission or access to any ratings, reviews, communications, information, data, text, photographs, videos, audio clips, audiovisual works, or other materials on the Sites and Services (collectively, the "Content"), you agree **not** to use the Sites and Services for any purpose that is unlawful or prohibited by these Terms of Use, or any other purpose not reasonably intended by I RENT TO VETERANS. By way of example, and not as a limitation, you agree not to: violate these Terms of Use, other applicable

agreement with I RENT TO VETERANS, and any applicable local, county, state, national, military, federal, or international law, and any rules and regulations having the force of administrative, civil, criminal and/or military law; use the Sites and Services in any manner that violates any relevant law or that infringes, misappropriates or violates any third party's rights, including, but not limited to, transmitting any Content that may infringe, misappropriate or violate a third party's rights of publicity, contractual rights, fiduciary rights or intellectual property rights; use the Sites and Services or its Content for any purposes not authorized by these Terms of Use, including commercial, political, or religious purposes, including the submission or transmission of any Content that contains advertisements, promotional materials, junk mail, fake news, or any other form of solicitation; reproduce, duplicate, copy, modify, sell, re-sell or exploit any Content or the Sites and Services for any commercial, educational, or any other personal or non-personal purpose or any for any purpose unrelated to your personal purchasing decisions, without the express written consent of I RENT TO VETERANS, which consent may be withheld by I RENT TO VETERANS in our sole discretion at any time; post irrelevant Content, repeatedly post the same or similar Content or otherwise impose an unreasonable or disproportionately large load on our infrastructure, interfere or attempt to interfere with the proper working of the Sites and Services or any activities conducted on the Sites and Services; harass, threaten, intimidate, impersonate, or attempt to impersonate, any other person, falsify your contact or other information, misrepresent a relationship with any person or entity, including misrepresenting a relationship with I RENT TO VETERANS, or otherwise attempt to mislead others as to the identity of the sender or the origin of a review or rating; knowingly provide or submit false or misleading information; use the Sites and Services if you are under the age of eighteen (18); take any action that would undermine the review and rating process under the Sites and Services; attempt to gain unauthorized access to the Sites and Services, other user accounts, or other computer systems or networks connected to the Sites and Services; use the Sites and Services in any way that could interfere with the rights of I RENT TO VETERANS or the rights of other users of the Sites and Services; attempt to gain unauthorized access to any portion or feature of the Sites and Services, or any other systems or networks connected to the Sites and Services or to any server used by I RENT TO VETERANS by hacking,

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## 5. I RENT TO VETERANS'S SERVICES

When using, accessing, or purchasing particular services or features of the Sites and Services, you shall be subject to any posted agreements, guidelines, or rules applicable to such services or features that may be posted from time to time. All such agreements, guidelines, or rules are hereby incorporated by reference into the Terms of Use.

### 6. REGISTRATION INFORMATION

We may require that you create an account to use or access certain parts of the Sites and Services and use certain products and features. We may require that you provide login information such as a username and password to access and utilize your account. As a condition of your use of the Sites and Service, you agree to (a) provide I RENT TO VETERANS with true, accurate, current and complete information as prompted by the I RENT TO VETERANS's registration forms, when registering for or using the Sites and Services and (b) update and maintain the truthfulness, accuracy and completeness of such information. You are responsible for maintaining the confidentiality of any password or other account information not generally available to others and are fully responsible for all activities that occur under your username and password. While there are limited, legitimate reasons for creating multiple accounts, creating serial or overlapping accounts may result in account termination. Please contact us if you have questions about managing multiple accounts.

## 7. SUBMITTING CONTENT

As a condition of submitting any Content or other materials to the Sites or Services, you agree that: you grant to I RENT TO VETERANS a royalty free, irrevocable, worldwide, nonexclusive, perpetual, transferable, sublicensable license to use, reproduce, copy, adapt, modify, merge, distribute, publicly display, create derivative works from, incorporate such Content into other works; you grant to I RENT TO VETERANS all rights necessary to publish or refrain from publishing your name and address in connection with your Content; sublicense through multiple tiers the Content, and acknowledge that this license cannot be terminated by you once your Content is submitted to the Sites and Services; you grant to I RENT TO VETERANS all rights necessary to prohibit the subsequent aggregation, display, copying, duplication, reproduction, distribution, or exploitation of your Content by any other party; your name and report information may be made available to the public and to the Service Providers on which you report; you represent that you own or have secured all legal rights necessary for the Content submitted by you to be used by you, I RENT TO VETERANS, and others as described and otherwise contemplated in these Terms of Use; you

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You agree that I RENT TO VETERANS may establish general practices, policies and limits, which may or may not be published, concerning the use of the Sites and Services, including without limitation, the time that reviews and ratings will be retained, the maximum number of reviews and ratings that may be sent from an account, the length of reviews and ratings sent, and the maximum number of times and the maximum duration for which you may access the Sites and Services in a given period of time. You agree that I RENT TO VETERANS has no responsibility or liability for the deletion or failure to store any Content or other materials maintained or transmitted by or through the Sites and Services. You agree that I RENT TO VETERANS has the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

### 9. SERVICE PROVIDERS

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Third parties and Service Providers may link or otherwise direct Internet users to our Sites and Services for the purpose of utilizing one or more of the

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You agree that I RENT TO VETERANS is not responsible for the accessibility or unavailability of any Service Provider (which includes, but is not limited to, health care and wellness providers) or for your interactions and dealings with them, waive the right to bring or assert any claim against I RENT TO VETERANS relating to any interactions or dealings with any Service Provider (which includes, but is not limited to, health care and wellness providers), and release I RENT TO VETERANS from any and all liability for or relating to any interactions or dealings with Service Providers (which includes, but is not limited to, health care and wellness providers).

Without limiting the foregoing, your correspondence or business dealings with, consumption of products or services of, or participation in promotions of, third parties or Service Providers found on or through the use of the Sites and Services, including payment for and delivery or fulfillment of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such third party. You agree that I RENT TO VETERANS shall not be responsible or liable, directly or indirectly, for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such third parties or Service Providers on the I RENT TO VETERANS Sites and Services.

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The Sites and Services and its Content are for informational purposes only. The Content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read on the Sites and Services. If you think you may have a medical emergency, call your doctor or 911 immediately. I RENT TO VETERANS does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on the Sites and Services. I RENT TO VETERANS is not a health or wellness provider and cannot recommend or refer you to any health or wellness provider. Reliance on any information provided by I RENT TO VETERANS, its employees and others appearing on the Sites and Services at the invitation of I RENT TO VETERANS, or other visitors to the Sites and Services is solely at your own risk.

The Sites and Services may contain health-related materials that are sexually explicit. If you find these materials offensive, should not use the Sites and Services. You should be aware that if you post any health-related information about yourself or anyone else on the Sites and Services, you do so at your own risk. If you post health information about services rendered to another individual, you represent that you have the legal authority to receive health information about that individual from that individual's health care providers and that you have the legal authority to further disclose such health information. If you post health-related information, you will be placing it into the public domain which may violate federal or state laws that protect the privacy of health information. You also acknowledge that the health care or wellness provider about whom you submit Content may submit Content that contain your private or confidential health information in response to Content you submit. I RENT TO VETERANS is not liable for any such Content. I RENT TO VETERANS cannot be expected to keep your health information confidential if you post it to the Sites or Services or otherwise make it available to others.

#### 11. TERMINATION

I RENT TO VETERANS may terminate your privilege to use or access the Sites and Services immediately and without notice for any reason whatsoever. Upon such termination, you must immediately cease accessing or using the Sites and Services and agree not access or make use of, or attempt to use, the Sites and Services. Furthermore, you acknowledge that I RENT TO VETERANS reserves the right to take action -- technical, legal or otherwise -- to block, nullify or deny your ability to access the Sites and Services. You understand that I RENT TO VETERANS may exercise this right in its sole discretion, and this right shall be in addition to and not in substitution for any other rights and remedies available to I RENT TO VETERANS.

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I RENT TO VETERANSe's List, Inc., d/b/a I RENT TO VETERANS

130 E. Washington St.

Indianapolis, IN 46204

Attn: Designated Agent

Email: copyrightagent@I RENT TO VETERANSeslist.com

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identification of the copyrighted work or trademark claimed to have been infringed, or, if multiple copyrighted works or trademarks at a single online site are covered by a single notification, a representative list of such works at that site:

identification of the material that is claimed 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 reasonably sufficient to permit us to locate the material;

information reasonably sufficient to permit us to contact You, such as an address, telephone number, and, if available, an electronic mail address at which You may be contacted;

a statement that You have a good faith belief that use of the material in the manner complained of is not authorized by the copyright or trademark owner, its agent, or the law; and

a statement that the information in the notification is accurate, and under penalty of perjury, that You are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

I RENT TO VETERANS will investigate notices of copyright and trademark infringement and take appropriate actions under the DMCA. Inquiries that do not follow this procedure may not receive a response.

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# 16. USER FEEDBACK

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and do not submit creative ideas, suggestions or materials. If, despite our request, you send us creative suggestions, ideas, drawings, concepts or other information (collectively, the "Submissions"), such Submissions will be the property of I RENT TO VETERANS. In addition, none of the Submissions will be subject to any obligations of confidentiality and I RENT TO VETERANS will not be liable for any future use or disclosure of such Submissions.

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SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITES WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. YOU AGREE THAT FROM TIME TO TIME WE MAY REMOVE THE SERVICE FOR INDEFINITE PERIODS OF TIME, OR CANCEL THE SERVICE AT ANY TIME, WITHOUT NOTICE TO YOU. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSION OF IMPLIED WARRANTIES MAY NOT APPLY TO YOU. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, I RENT TO VETERANS'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

I RENT TO VETERANS SHALL USE REASONABLE EFFORTS TO PROTECT INFORMATION SUBMITTED BY YOU IN CONNECTION WITH THE SERVICES, BUT YOU ACKNOWLEDGE AND AGREE THAT YOUR SUBMISSION OF SUCH INFORMATION IS AT YOUR SOLE RISK, AND I RENT TO VETERANS HEREBY DISCLAIMS ANY AND ALL LIABILITY TO YOU FOR ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.

I RENT TO VETERANS has no control over and no duty to take any action regarding: other users' behavior; what effects Content may have on you; how you may interpret or use Content; or what actions you may take as a result of having been exposed to Content. You release I RENT TO VETERANS from all liability for you having acquired or not acquired Content through the Sites and Services. I RENT TO VETERANS makes no representations concerning any Content, including the accuracy thereof, contained in or accessed through the Sites and Services, and I RENT TO VETERANS will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Sites and Services. The Sites and Services may display links to other Internet sites or resources. Because I RENT TO VETERANS has no control over such sites and resources, you acknowledge and agree that I RENT TO VETERANS is not responsible for the availability of such external sites or resources and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources.

You further acknowledge and agree that I RENT TO VETERANS 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 such content, goods or services available on or through any such site or resource.

#### 18. INDEMNITY

You agree to indemnify, defend and hold harmless I RENT TO VETERANS, its officers, managers, owners, employees, agents, designees, users, successors, assigns, service providers and suppliers from and against all losses, liabilities, expenses, damages, claims, demands and costs, including reasonable attorneys' fees and court costs due to or arising from: (a) any violation of these Terms of Use by you; (b) the inaccurate or untruthful Content or other information provided by you to I RENT TO VETERANS or that you submit, transmit or otherwise make available through the Service; or (c) any intentional or willful violation of any rights of another or harm you may have caused to another. I RENT TO VETERANS will have sole control of the defense of any such damage or claim.

## 19. LIMITATIONS OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT I RENT TO VETERANS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COMPENSATORY, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF I RENT TO VETERANS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) (COLLECTIVELY, "DAMAGES"), RESULTING FROM: (A) THE USE OR INABILITY TO USE THE SERVICE; (B) THE COST OF ANY GOODS AND/OR SERVICES PURCHASED OR OBTAINED AS A RESULT OF THE USE OF THE SERVICE; (C) DISCLOSURE OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR INFORMATION OR CONTENT; (D) CONTENT YOU SUBMIT, RECEIVE, ACCESS, TRANSMIT OR OTHERWISE CONVEY THROUGH THE SERVICE; (E) STATEMENTS OR CONDUCT OF ANY SERVICE PROVIDERS OR OTHER THIRD PARTY THROUGH THE SERVICE; (F) ANY OTHER MATTER RELATING TO THE SERVICE; (G) ANY BREACH OF THIS AGREEMENT BY I RENT TO VETERANS OR THE FAILURE OF I RENT TO VETERANS TO PROVIDE THE SERVICE UNDER THIS AGREEMENT OR (H) ANY OTHER

DEALINGS OR INTERACTIONS YOU HAVE WITH ANY SERVICE PROVIDERS (OR ANY OF THEIR REPRESENTATIVES OR AGENTS). THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. In some jurisdictions, limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitations may not apply to You.

You understand and agree that Your unlimited access to the Content on the Website or in the Magazine represents a substantial portion of the value You receive from Your I RENT TO VETERANS's Membership Fee. THEREFORE, TO THE EXTENT I RENT TO VETERANS IS FOUND LIABLE FOR ANYTHING RELATED TO THIS AGREEMENT OR THE USE OF THE SERVICE, I RENT TO VETERANS'S LIABILITY FOR DAMAGES WILL NOT EXCEED THE EQUIVALENT OF ONE (1) MONTH OF YOUR MEMBERSHIP FEE (I.E., THE AMOUNT OF YOUR ANNUAL MEMBERSHIP FEE DIVIDED BY TWELVE).

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT I RENT TO VETERANS CONTRACTS WITH A THIRD PARTY TO PROCESS YOUR PAYMENT OF MEMBERSHIP FEES TO I RENT TO VETERANS THROUGH THE USE OF A CREDIT CARD (A "CREDIT CARD PROCESSOR"). YOU UNDERSTAND AND AGREE THAT NEITHER A CREDIT CARD PROCESSOR NOR ANY OTHER PARTY INVOLVED IN THE CREDIT CARD PROCESSING PROCESS FOR I RENT TO VETERANS, INCLUDING, BUT NOT LIMITED TO, THE COMPANY ISSUING THE CREDIT CARD TO YOU AND THE MERCHANT BANK (COLLECTIVELY, THE "RELEASED PARTIES") SHALL BE LIABLE FOR ANY DAMAGES (AS DEFINED HEREIN AND SUBJECT TO THE LIMITATIONS SET FORTH IN THIS SECTION SUFFERED BY YOU AS A RESULT OF THE FAILURE OF I RENT TO VETERANS TO PROVIDE SERVICES TO YOU UNDER THIS AGREEMENT OR ANY BREACH OF THIS AGREEMENT BY I RENT TO VETERANS. YOU HEREBY RELEASE EACH OF THE RELEASED PARTIES FROM ANY AND ALL DAMAGES YOU MAY SUFFER AS A RESULT OF THE FAILURE OF I RENT TO VETERANS TO PROVIDE SERVICES TO YOU UNDER THIS AGREEMENT OR ANY BREACH OF THIS AGREEMENT BY I RENT TO VETERANS. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS EACH OF THE RELEASED PARTIES FOR ANY AND ALL DAMAGES IT MAY SUFFER AS A RESULT OF YOUR

BREACH OF THIS SECTION. YOU HEREBY UNDERSTAND AND AGREE THAT I RENT TO VETERANS SHALL BE SOLELY LIABLE FOR THE PAYMENT OF ANY DAMAGES TO YOU UNDER THIS AGREEMENT.

# 20. BREACH OF TERMS OF USE AND LIQUIDATED DAMAGES

You understand that the content in each report or record on I RENT TO VETERANS has significant value to I RENT TO VETERANS and that the damage caused to I RENT TO VETERANS for any violation of these Terms of Use pertaining to a report or record will be difficult to accurately estimate. Thus, you shall be liable to pay us the following amounts as liquidated damages, and you agree that the liquidated damages are a reasonable estimate of I RENT TO VETERANS's damages for the specified breaches of these Terms of Use:

If you post Content in violation of these Terms of Use, you agree to promptly pay I RENT TO VETERANS One Thousand Dollars (\$1,000) for each item of Content posted in violation of these Terms of Use. We may (but shall not be required to) to issue you a warning before assessing damages.

If you display, copy, duplicate, reproduce, sell, re-sell or exploit for any purpose any Content in violation of these Terms of Use, you agree to pay One Hundred Dollars (\$100) for each record or report that you displayed, copied, duplicated, reproduced, sold, re-sold or exploited for any purpose.

If you use computer programming routines that are intended to aggregate records or reports from the Sites and Services or otherwise damage, interfere with, disrupt, impair, disable or otherwise overburden the Sites and Services, you agree to pay One Hundred Dollars (\$100) for each report or record that is aggregated, disrupted, damaged or otherwise affected by you.

Except as set forth in the foregoing subparagraphs (a) through (c), inclusive, you agree to pay the actual damages suffered by I RENT TO VETERANS, including, but not limited to attorneys' fees and court costs, to the extent such actual damages can be reasonably calculated. Notwithstanding any other provision of these Terms of Use, we reserve the right to seek the remedy of specific performance of any term contained herein, or a preliminary or permanent injunction against the breach of any such term or in aid of the exercise of any power granted in these Terms of Use, or any combination thereof.

#### 21. ENTIRE AGREEMENT

These Terms of Use and other agreements, rules, and policies incorporated by reference to these Terms including, without limitation, the Privacy Policy, constitutes the entire agreement between you and I RENT TO VETERANS. It supersedes any prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between you and I RENT TO VETERANS regarding the subject matter contained in these Terms of Use. Additional terms and conditions may exist between you and third parties, including but not limited to, Service Providers and others. You represent and warrant that those third-party agreements do not interfere with your obligations and duties to I RENT TO VETERANS under these Terms of Use.

## 22. MUTUAL ARBITRATION AGREEMENT

Informal Negotiations. To expedite resolution and reduce the cost of any dispute, controversy or claim, past, present, or future, between you and I RENT TO VETERANS, including without limitation any dispute or claim related to or arising out of this Agreement ("Dispute"), you and I RENT TO VETERANS may attempt to negotiate any Dispute informally (the "Informal Negotiations") before initiating any arbitration or court proceeding. Such Informal Negotiations will commence upon written notice. Your address for any notices under this Section is your physical address that you have provided to I RENT TO VETERANS. I RENT TO VETERANS's address for such notices is: I RENT TO VETERANS, Inc., d/b/a I RENT TO VETERANS, Attn: Legal Department, 130 E. Washington St., Indianapolis, IN 46204.

Arbitration. If a Dispute is not resolved through Informal Negotiations, you and I RENT TO VETERANS agree to resolve any and all Disputes (except those Disputes expressly excluded below) through final and binding arbitration ("Arbitration Agreement"). This Arbitration Agreement shall be governed by the Federal Arbitration Act and evidences a transaction involving commerce. The arbitration will be commenced and conducted before a single arbitrator under the Commercial Arbitration Rules (the "AAA Rules") of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website (www.adr.org). Your arbitration fees and your share of arbitrator compensation will be governed by the AAA Rules (and, where appropriate, limited by the AAA Consumer

Rules). If you are unable to pay such costs, I RENT TO VETERANS will pay all arbitration fees and expenses. Each party will pay the fees for his/her or its own attorneys, subject to any remedies to which that party may later be entitled under applicable law. The arbitrator will make a decision in writing. Additionally, the arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement. However, the preceding sentence shall not apply to the "Class Action Waiver" described in Subsection (4) below.

Excluded Disputes. You and I RENT TO VETERANS agree that the following Disputes are excluded from this Arbitration Agreement: (1) any Dispute seeking to enforce or protect, or concerning the validity of, any of your or our intellectual property rights; (2) individual claims in small claims court; (3) any claim that an applicable federal statute expressly states cannot be arbitrated; and (4) any claim for injunctive relief.

WAIVER OF RIGHT TO BE A PLAINTIFF OR CLASS MEMBER IN A CLASS ACTION. To fullest extent permitted by applicable law, You and I RENT TO VETERANS agree to bring any Dispute in arbitration on an individual basis only, and not as a class or collective action. There will be no right or authority for any Dispute to be brought, heard or arbitrated as a class or collective action ("Class Action Waiver"). Regardless of anything else in this Arbitration Agreement and/or the applicable AAA Rules or AAA Consumer Rules, the interpretation, applicability, enforceability or formation of the Class Action Waiver may only be determined by a court and not an arbitrator.

Rules/Standards Governing Arbitration Proceeding. A party who wishes to arbitrate a Dispute covered by this Arbitration Agreement must initiate an arbitration proceeding no later than the expiration of the statute of limitations that applicable law prescribes for the claim asserted. The arbitrator shall apply the statute of limitations that would have applied if the Dispute had been brought in court. The arbitrator may award any remedy to which a party is entitled under applicable law, but remedies shall be limited to those that would be available to a party in their individual capacity, and no remedies that otherwise would be available to an individual under applicable law will be forfeited. The arbitrator is without authority to apply any different substantive law. The parties have the right to conduct adequate civil discovery and present witnesses and evidence as needed to present their cases and

defenses, and any dispute in this regard shall be decided by the arbitrator. The location of the arbitration proceeding shall take place in the city or county where you reside, unless each party agrees otherwise. A court of competent jurisdiction shall have the authority to enter judgment upon the arbitrator's decision/award.

Severability. You and I RENT TO VETERANS agree that if any portion of this Section entitled "Mutual Arbitration Agreement" is found illegal or unenforceable, that portion will be severed, and the remainder of this Section will be given full force and effect.

#### 23. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without giving effect to any choice or conflict of law provision or rule (either of the State of Indiana or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Indiana.

### 24. MISCELLANEOUS

If you breach any term of these Terms of Use or other agreement with I RENT TO VETERANS, I RENT TO VETERANS may pursue any legal or equitable remedy available, including but not limited to, direct, consequential, and punitive damages and injunctive relief. I RENT TO VETERANS's remedies are cumulative and not exclusive. Failure of I RENT TO VETERANS to exercise any remedy or enforce any portion of the Terms of Use at any time shall not operate as a waiver of any remedy or of the right to enforce any portion of the Agreement at any time thereafter.

If any provision of the Terms of Use is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the Terms shall otherwise remain in full force and effect and enforceable.

These Terms of Use are not assignable, transferable or sublicensable by you except with I RENT TO VETERANS's prior written consent. We may transfer, assign or delegate the Terms and its rights and obligations without consent. Users of this Sites and Services are responsible for compliance with all applicable regulations and laws.

No joint venture, partnership, employment or agency relationship exists between you and I RENT TO VETERANS as a result of these Terms of Use or use of the Sites and Services.

You acknowledge and agree that each of the Released Parties shall be an intended third-party beneficiary of these Terms of Use.