

Terms of Service

Effective date: Aug. 1, 2016

Last modified: Aug. 1, 2016

These **Terms of Service** (“Agreement”) sets forth a legally binding agreement between you and Tenant PI, LLC (“Company”). This website, including the web pages located on the domain tenantpi.com (collectively, the “Site”), is provided pursuant to this Agreement. By using this Site, you represent and warrant that you are of legal age to form a binding contract with Company and meet the foregoing eligibility requirements. By accessing this Site in any way, including, without limitation, browsing this Site, using any information, and/or submitting information to Company, you agree to and are bound by the terms, conditions, policies and notices contained in this Agreement, including, but not limited to, our Privacy Policy, conducting transactions, including this transaction, electronically, disclaimers of warranties, and damage and remedy exclusions and limitations. **Please read this Agreement carefully before using this Site.**

From time to time we may update this Site and this Agreement. Your use of this Site after we post any changes to this Agreement constitutes your agreement to those changes. You agree to review this Agreement periodically to ensure that you are familiar with the most recent version. You agree that you do not have any rights in this Site and, except as specifically set forth in the Tenant PI Subscriber Service Agreement entered into by you and Company (“Subscriber Service Agreement”), Company will have no liability to you if this Site is discontinued or your ability to access the Site is terminated. You further agree that, except as specifically set forth in the Subscriber Service Agreement, Company will not be liable for any modification or suspension of the Site. You are responsible for making all arrangements necessary for you to have access to the Site and for ensuring that all persons who access the Site through your internet connection are aware of, and comply with, these Terms of Service and the Subscriber Service Agreement.

Please read this Agreement carefully before using the Site. If you do not agree to the terms contained in this Agreement, then you may not use the Site. Your use of the Site constitutes your acknowledgement that you have the legal authority to bind yourself or any party you represent to, and your acceptance of, this Agreement. You acknowledge that you have read and agree to be bound by this Agreement and to comply with all applicable laws, regulations and/or rules with regard to your use of the Site. The Site is offered and available to users who are 18 years of age or older. You represent that you have the legal authority to bind yourself or any party you represent to this Agreement.

YOU MAY NOT USE THE SITE FOR ANY PURPOSE THAT IS UNLAWFUL OR PROHIBITED BY THIS AGREEMENT. YOUR ACCESS TO THE SITE MAY BE TERMINATED IMMEDIATELY IN COMPANY’S SOLE DISCRETION, WITH OR WITHOUT NOTICE, IF YOU FAIL TO COMPLY WITH ANY PROVISIONS OF THIS AGREEMENT.

On certain areas of this Site, you may be given the ability to provide us with personally identifiable information. Please read our Privacy Policy for more information about our information collection and use practices. By using the Site, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Description of Services

The Site provides a way for landlords and property managers of rental units (“Managers”) to screen potential tenants (“Tenants”) by obtaining consumer reports, criminal reports, and tenant history reports about Tenants (“Background Checks”). **COMPANY RESERVES THE RIGHT TO CHANGE THESE SERVICES AT ANY TIME IN OUR SOLE DISCRETION.**

Accounts and Passwords

In order to access certain features of the Site, you must provide certain registration details or other information. It is a condition of your use of the Site that all the information you provide is correct, current and complete. If you elect not to provide such information, you may not be able to access certain content or participate in certain features of the Site. You are entirely responsible for any and all activities that occur under your account and it is entirely your responsibility to maintain the confidentiality of your password and account. You agree to notify Company immediately of any unauthorized use of your account. You further agree not to email, post, or otherwise disseminate any user ID, password, PIN, or other information which provides you access to the Site. Company is not liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge.

Submissions

Where the Site requires you to open an account or otherwise submit information, you must complete the specified process by providing us with current, complete, and accurate information as requested by the applicable registration form. It is your responsibility to maintain the currency, completeness, and accuracy of your registration data, including, without limitation, your name, address, telephone number, business details (if relevant), email address and method of payment details. You agree that all information you provide to register with us or otherwise, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

Each Manager further represents and warrants that all information provided on the Site, including, without limitation, the information about any Tenant and any Background Check information, is true and accurate and does not violate any federal, state, local or international law or regulation. Managers acknowledge that Company does not verify the identity or accuracy of any person's information provided on the Site nor does Company warrant the accuracy, completeness or usefulness of any of the information provided on the Site. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Site, or by anyone who may be informed of any of its contents.

You agree that Company may collect and use technical and usage data and related information in compliance with our Privacy Policy. You grant Company the permission to use this information to improve its products or to provide services or technologies to you. You hereby authorize Company, directly or through third parties, to make any inquiries we consider necessary to validate your identity. This may include asking you for further information, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report, or verifying your information against third party databases or through other sources. Nothing herein shall be construed to require Company to verify the identity of any user on the Site, nor will Company have any liability for failure to verify any user's identity.

Grant of License

The Site is licensed to you by Company subject to the terms of this Agreement. Neither title nor any intellectual property rights are transferred to you, but rather remain with Company or its licensors, who own full and complete title, and Company and respective licensors reserve all rights not expressly granted to you. The rights granted herein are non-transferable, and are limited to Company's intellectual property rights in the Site and do not include any other patents or intellectual property rights. This Agreement does not grant you any rights to use Company proprietary interfaces and other intellectual property in the design, development, manufacture, licensing or distribution of third-party devices and accessories for use with the Site. Any use of the Site in any manner not allowed under this Agreement is prohibited. This Agreement does not entitle you to receive and does not obligate Company to provide hard-copy documentation, support, telephone assistance, or enhancements or updates to the Site. You may not modify, alter, copy, publicly display or perform, distribute, or create derivative works of the Site.

Your rights under this Agreement will terminate automatically without notice from Company if you fail to comply with any term(s) of this Agreement. Upon the termination of this Agreement, you shall cease all use of the Site.

Use of the Site

The following requirements apply to your use of the Site. You shall not:

- violate any applicable federal, state, local or international law or regulation;
- violate the legal rights (including the rights of publicity and privacy) of others
- provide, upload or otherwise transmit any information or materials that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Service and our Privacy Policy;
- disclose or distribute another user's information to a third party, or use the information for marketing purposes unless you receive the user's express consent to do so;
- impersonate any person, or misrepresent your identity or affiliation with any person or organization or in any way that is likely to deceive any person;
- use any electronic communication feature of the Site for any purpose that is unlawful, tortious, abusive, intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening, or hateful;
- send unsolicited email to a user or use the Site to collect payments for sending, or assisting in sending, unsolicited email to third parties;
- participate in any actions constituting credit card fraud, check fraud, or money laundering (or help others to do so);
- use the Site for any commercial purpose not expressly approved by Company in writing;

- upload or otherwise transmit any material that contains viruses or any other computer code, files, or programs which might interrupt, limit, or interfere with the functionality of any computer software or hardware or telecommunications equipment;
- rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Site or any features or functionality of the Site, to any third party for any reason;
- use any robot, spider, other automatic device, or manual process to monitor or copy our Content; or
- remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Site, including any copy thereof;
- use the Site in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Site;
- use any device that interferes with the proper working of the Site;
- attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer or database connected to the Site; or
- engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, attempts to interfere with the proper working of the Site, or which, as determined by us, may harm the Company or users of the Site or expose them to liability.

Except as and only to the extent permitted by applicable law, you may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Site or any part thereof. Any attempt to do so is a violation of the rights of Company and its licensors of the Site. If you breach this restriction, you may be subject to prosecution and damages. By storing content on your device, you are making a digital copy. In some jurisdictions, it is unlawful to make digital copies without prior permission from the rights holder.

Company Content

Company provides this Site to you, subject to this Agreement. This Site, and any services performed, provided or enabled by or through this Site and all the information, communications, scripting, photos, text, video, graphics, music, sounds, images, trademarks, logos, product and program names, and other materials and compilations of the foregoing, that may be provided to you via this Site (collectively "Content") by Company or its content providers, are the property of Company and its content providers, are protected in the U.S. and internationally under trademark, copyright, and other intellectual property laws, and are intended for the lawful use by registered users (as applicable) of this Site. Company makes no representation that the Site or Content are appropriate or available for use in particular locations.

Users may download Content for their own use, subject to any additional terms or restrictions which may be applicable to the individual file or program. You agree not to download, display or use any Content in any other manner that is likely to cause confusion among consumers, that disparages or discredits Company and/or its licensors, that dilutes the strength of Company or its licensors' property, or that otherwise infringes Company or its licensors' intellectual property rights.

Intellectual Property Ownership

There are a number of trademarks, logos, service marks, slogans, product names and designations and other proprietary indicia (collectively "Trademarks") used in the Site and in the Content. By making these Trademarks available through the Site and in the Content, Company is not granting you a license to use them in any fashion, and you are not granted any license under any of Company's or any third party's Trademarks or other intellectual property rights, except as specifically set forth in this Agreement. No Company Trademarks may be used as a username, icon, identifier, hyperlink or in any other manner without Company's prior written permission.

The Site, Content, and the selection, coordination, and arrangement thereof, is owned either by Company, or its respective licensors. The unauthorized copying, displaying, selling, distributing or other use of any Content or Site is a violation of the law. You acknowledge having been advised by Company that the Content and Site is protected in the U.S. and internationally by a variety of laws, including but not limited to, copyright laws and treaty provisions, trademark laws, patent laws and other intellectual property and proprietary rights laws.

Third Party Content

The information presented on or through the Site is made available solely for general information purposes. Nothing provided by Company through the Site should be construed as advice. We do not screen Tenants or offer any guaranty or advice regarding the suitability of any Tenant.

This Site includes content provided by third parties. All content, statements and/or opinions expressed in these materials, other than the content provided by Company, are solely the responsibility of the person or entity providing those materials. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Site, or by anyone who may be informed of any of its contents.

If you believe that content you own has been copied and made accessible in a manner that violates your intellectual property rights, please notify us immediately. You may submit a notification pursuant to the Digital Millennium Copyright Act (see 17 U.S.C § 512(c)(3)) to our copyright agent at nvescovo@bakerdonelson.com.

Payment for Services

Payment for all services provided to you by Company are governed by the Subscriber Service Agreement.

Geographic Restrictions

We are based in the state of Arkansas in the United States. We provide this Site for use only by persons located in the United States. We make no claims that the Site or any of its content is accessible or appropriate outside of the United States. Access to the Site may not be legal by certain persons or in certain countries. If you access the Site from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Representations, Disclaimer of Warranties, and Risk Allocation

Company and its parents, subsidiaries, officers, employees, and contractors and each of their officers, employees and agents (collectively, "Company Affiliates") make no representation or warranty whatsoever regarding the completeness, accuracy, timeliness or adequacy of any information, facts, views, opinions, statements or recommendations contained on the Site. Reference to any product, process, publication or service of any third party by trade name, domain name, trademark, service mark, logo, manufacturer or otherwise does not constitute or imply its endorsement or recommendation by Company or Company Affiliates.

The Internet may be subject to breaches of security. Company and Company Affiliates are not responsible for any resulting damage to any user's device or computer from any such security breach, or from any virus, bugs, tampering, unauthorized intervention, fraud, error, omission, interruption, deletion, defect, delay in operation or transmission, computer line failure or any other technical or other malfunction. You should also be aware that email and other submissions over the Internet may not be secure, and you should consider this before emailing Company or Company Affiliates any information or posting information to the Site. Company and Company Affiliates make no representation or warranty whatsoever regarding the suitability, functionality, performance, availability or operation of the Site. This Site may be temporarily unavailable due to maintenance or malfunction of computer equipment.

THE SITE (INCLUDING ALL APPLICATION SITE UPDATES) AND THE CONTENT ARE MADE AVAILABLE ON AN "AS IS," "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. COMPANY AND COMPANY AFFILIATES SPECIFICALLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WITH RESPECT TO THE SITE AND THE CONTENT. COMPANY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OR SERVICES PERFORMED, PROVIDED OR ENABLED BY OR THROUGH THE SITE (INCLUDING ANY APPLICATION SITE UPDATES) WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SITE, (INCLUDING ANY APPLICATION SITE UPDATES) WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SITE (INCLUDING ANY APPLICATION SITE UPDATES) WILL BE CORRECTED. No oral or written information or advice given by Company or an authorized representative shall be deemed to alter this disclaimer of warranty, or to create any warranty. Should the Site prove defective, you assume the entire cost of all necessary servicing, repair or correction.

YOU AGREE THAT COMPANY AND COMPANY AFFILIATES ARE NOT LIABLE TO YOU FOR DAMAGES OF ANY KIND, WHETHER BASED IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF THE SITE, EVEN IF COMPANY OR COMPANY AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY TO YOU (INCLUDING LIABILITY TO ANY PERSON OR PERSONS WHOSE CLAIM OR CLAIMS ARE BASED ON OR DERIVED FROM A RIGHT OR RIGHTS

CLAIMED BY OR THROUGH YOU), WITH RESPECT TO ANY AND ALL CLAIMS AT ANY AND ALL TIMES ARISING FROM OR RELATED TO THE SUBJECT MATTER OF THESE TERMS OF USE, IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AMOUNT PAID TO COMPANY PURSUANT TO THESE TERMS IN THE 6 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES AND CONDITIONS, OR THE DISCLAIMER OF SOME TYPES OF DAMAGES, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU.

BY ACCESSING THIS SITE, REGISTERING WITH THE SITE AND/OR ACCEPTING ANY INFORMATION FROM THIS SITE YOU AGREE TO INDEMNIFY, DEFEND AND HOLD COMPANY AND COMPANY AFFILIATES HARMLESS FROM AND AGAINST ANY ACTUAL OR ALLEGED CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, DAMAGES, LOSSES, LIABILITIES, AND ALL COSTS AND EXPENSES OF DEFENSE (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) ARISING OUT OF OR RELATING TO: (A) YOUR BREACH OF THIS AGREEMENT; (B) YOUR VIOLATION OF ANY LOCAL, STATE, FEDERAL OR INTERNATIONAL LAW, RULE OR REGULATION; (C) ANY MISREPRESENTATION MADE BY YOU; (D) THE THEFT, MISAPPROPRIATION OR DISCLOSURE OF YOUR USERNAME/PASSWORD/PIN; (E) YOUR AUTHORIZATION OF ANYONE ELSE TO USE YOUR PASSWORD. YOU WILL COOPERATE AS FULLY AND AS REASONABLY REQUIRED IN COMPANY'S DEFENSE OF ANY CLAIM. COMPANY RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, AND YOU SHALL NOT, IN ANY EVENT, SETTLE ANY MATTER WITHOUT THE WRITTEN CONSENT OF COMPANY.

Links to Third-Party Websites, Applications, and Services

The Site may provide connectivity or links to other third-party services, websites, applications, software, and other content from third-party providers such as social media partners and third-party software application developers ("Third-Party Services"). Company has no control over, makes no representations or warranties whatsoever about any of the Third-Party Services that you may access, is not responsible for the availability of such Third-Party Services, and does not endorse nor is responsible or liable for any content or other materials on or available from such Third-Party Services. Your use of the Third-Party Services may be subject to additional terms, including software license terms, of those third parties.

Users who utilize the Third-Party Services should be aware that account and other personal information held by those third parties may be transmitted through and stored on Company servers and/or applications located in the United States and elsewhere. You understand and agree that the companies that provide the Third-Party Services may access, use and share certain information about you, if you use the Third-Party Services. You understand and agree Company is not responsible for these companies, or their use of any other of your information. Your use of the Third-Party Services is at your own risk.

Assignment

Company may assign this Agreement in whole or in part, at any time with or without notice to you. You may not assign this contract, or any part of it, without the prior written consent of Company. Any attempt by you to do so is void. You may not transfer to anyone else, either temporarily or permanently, any rights to use all or any part of the Site. To the extent that you allow a third party to use your account, you shall remain solely responsible for the use of the Site by others using the account. This Agreement shall be binding upon successors and permitted assigns.

General Information

You may also be subject to additional terms and conditions that may apply to your use of the Site. If any provision of this Agreement is held to be invalid by any law, rule, order or regulation of any government or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision of this Agreement. The failure of Company to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

By using the Site, you agree that the statutes and laws of the United States and the State of Arkansas without regard to conflicts of laws principles, will apply to all matters relating to use of the Site and the Services, and you agree that any litigation shall be subject to the exclusive jurisdiction of the state or federal courts in Pulaski County, Arkansas, USA.

The United Nations Convention on Contracts for the International Sale of Goods (1980) is hereby excluded in its entirety from application to this Agreement. 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 Site or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. You further agree that any disputes, claims and causes of action arising out of or connected with the Site and/or this Agreement, will be resolved individually, without resort to any form of class action. The section titles in this Agreement are for convenience only and have no legal or contractual effect.

You may cancel the use of the Site at any time by contacting us at john@thepicompany.com. If you request that we delete your account, we will only delete your personal account but we may not be able to delete all information that relates to you located on or associated with other user accounts. In the event of a complaint or concern regarding this Agreement or the Site, or for more information, please contact Company at john@thepicompany.com.