



ZRENT TERMS AND CONDITIONS

These Terms and Conditions of Use for ZRent (this “Agreement”) are entered into by and between you (herein after, “you”) and ZSuite Technologies, Inc. as operator of the ZRent system (“ZRent”), (hereinafter “ZRent,” “us,” “our” or “we,”). This Agreement governs the terms of our online payment system, known as ZRent, for purposes of whereby you authorize ZRent to collect either (a) certain monthly Rent payments on your behalf for the rental of real property (“Landlord”) from the tenants of property who also agree to enroll in the ZRent system (“Tenants”), or (b) certain monthly Condo Fee payments on your behalf as agent for the Condominium Association (“Property Manager”) from the owners or tenants of Units who also agree to enroll in the ZRent system (“Condo Users”). For purposes of this Agreement, Tenants and Condo Users together may be referred to as “Occupants.” Such payments shall occur by means of automated clearing house or other electronic debits from the Occupants, with proceeds ultimately forwarded to you by means of automated clearing house or other electronic credits by us. Your agreement to the terms and conditions of this Agreement is a condition upon your use of the ZRent program, and your enrollment in the ZRent program by completing the online application process shall be evidence of your assent to all obligations and responsibilities set forth in this Agreement.

Definitions

- *Account*: The deposit account identified by you for the deposit of Rent/Condo Fees collected by us from the Occupants on your behalf.
- *ACH*: Automated Clearing House.
- *Business Day*: Monday through Friday, excluding federal banking holidays.
- *Condo Fee*: For Property Managers, the dues or fees owed to the Condominium Association specified by you for each Unit to be deducted from the Condo Users and deposited in your Account, which may not exceed the monthly dues or fees owed to the Condominium Association for each Unit as determined by the operative documents and rules of the Condominium Association.
- *Condominium Association*: For Property Managers, the association, trust or other organization that is responsible for collecting fees or dues associated with the Unit(s) for which you have entered into a written agreement to collect Condo Fees.
- *Participating Institution*: A depository institution who has signed a Participating Financial Institution agreement with us and is listed on www.zrent.net as a “Participating Financial Institution” in the ZRent program. An institution’s status as a Participating Institution is subject to change except as otherwise set forth herein.
- *Payment*: Condo Fee or Rent, as applicable.
- *Payment Date*: The day of the month entered by you in your ZRent application as the due date for the payment of Rent/Condo Fees by your Occupants or, if the Payment Date is not on a Business Day, the Business Day after the day of the month entered by you.
- *Rent*: For Landlords, the amount of monthly rent specified by you for each Unit in their ZRent application to be deducted from your Tenants and deposited into your Account, which rent may not exceed the monthly rent set forth in your lease with your Tenants.
- *Rules*: The rules of the National Automated Clearing House Association and the New England Automated Clearing House Association.
- *Unit*: Either (a) for Landlords, a rental unit owned by you occupied by Tenant(s), or (b), for Property Managers, the condominium unit(s) within each Condominium Association

By enrolling in the ZRent program, you authorize ZRent to initiate a recurring ACH or other electronic debit of your Account on a monthly basis for the total fees assessed for that month, with such debit to occur on the last Business Day of the month. WE ARE NOT RESPONSIBLE FOR ANY FEES ASSESSED TO YOU BY THE INSTITUTION HOLDING YOUR ACCOUNT FOR ANY ACH OR OTHER ELECTRONIC DEBIT OR CREDIT AUTHORIZED THROUGH ZRENT.

Authorization

By completing your enrollment in the ZRent program, you hereby agree as follows:

- You request and authorize us to request and enroll your Occupants in the ZRent system to initiate recurring ACH or other electronic debits on their behalf from your Occupants’ bank accounts in the amount of the Payment, as appropriate. Such recurring deductions shall occur on a monthly basis on the Payment Date or a date authorized by each Occupant.
- You understand and agree that all Payments collected shall be held in escrow for you in a ZRent escrow account held at a FDIC insured depository institution for your benefit for up to two (2) Business Days (if the Account is held at a Participating Financial institution) or four (4) Business Days (if your Account is held at any other institution) after the Payment Date (the “Waiting Period”).
- You request and authorize us to credit your Account on a monthly basis with all Payments collected by ZRent from your Occupants following the conclusion of the Waiting Period, or sooner if so authorized by ZRent in our sole discretion. Such credits shall occur by means of ACH or other electronic credits to your Account.
- ZRent’s collection of the Payments on your behalf from designated Occupants pursuant to their agreement to use the ZRent platform will be treated as if such Payment is made directly to you. So long as a Payment is not returned for any reason, then any Occupant’s Payment shall be treated as satisfied when collected by ZRent, notwithstanding the Waiting Period. In the event any Payment is returned, then the “Returned Payments” section of these Terms and Conditions shall govern such attempted Payment, and shall not be treated as made to you.

- If any Payment are received by us after the Payment Date, then ZRent shall credit your account upon the expiration of the Waiting Period based on the date we actually receive the Payment. Under no circumstances shall ZRent be required to make any Payment to you if it has not received such funds from the appropriate Occupant.
- We may share certain information you provide to us to our authorized third-party vendors as may be necessary to verify your identity and authorize your use of the ZRent platform, to process the recurring credits of Payments, or otherwise as necessary to facilitate the transaction contemplated by this Agreement. In addition, any specific credits or debits initiated pursuant to this Agreement may be initiated by ZRent directly or by an authorized third party vendor on behalf of ZRent.
- If your operating account is with a Participating Institution, you authorized us to share information regarding your use of ZRent with that Participating Institution as a requirement for and in consideration of the waiver of fees as set forth below, with such information to include but not necessarily be limited to: (a) your status as a ZRent user; (b) the number of ACH transactions associated with your use and your Occupants' use of ZRent each month; and (c) the total dollar amount of ACH transactions associated with your use and your Occupants' use of ZRent each month.

Returned Payments

If any attempted debit of a Payment is returned to ZRent, we shall use reasonable efforts to notify you of that returned entry. If a Occupant's account does not hold sufficient funds to pay the Payment on the Payment Date, ZRent may, in its sole discretion, attempt to subsequently debit the Payment on a date after the Payment Date. We shall have no obligation to retransmit a returned debit or credit if we have complied with the terms of this Agreement.

If ZRent receives notice of a returned debit from a Occupant's account after the conclusion of the Waiting Period and the ACH or other electronic credit of the Payment to your Account, and we are required to return that debit to the Occupant as a matter of law or applicable rules, then you agree that ZRent may deduct that amount so credited from your Account. Such agreement specifically authorized ZRent to initiate a one-time ACH or other electronic debit of your Account to return that Payment. If your Account does not contain sufficient funds to allow for the return of the Payment, you agree that ZRent may debit any other account held by you to satisfy the returned payments, and you agree to indemnify and otherwise repay us for any returned Payment due to your Occupant.

If we cannot complete any electronic debit of a Payment from your Occupant's account, you are responsible for collecting any such Payment due directly from your Occupant. You release and hold ZRent harmless from any failure of (a) any Tenant to make a payment of the Rent under the terms of your lease with that Tenant through the ZRent program or (b) any Condo User to make a payment of the Condo Fee as required by the Condominium Association through the ZRent program. If you are a Landlord, your rights and obligations under your Lease with each Tenant are independent of this Agreement, and you further acknowledge that we are not an involved party and we make no representations or warranties as to the contents of said Lease. If you are a Property Manager, your rights and obligations under your agreement with the Condominium Association are independent of this Agreement, and you further acknowledge that we are not an involved party and we make no representations or warranties as to the contents of said agreement. Further, if we cannot complete a scheduled electronic debit from any Occupant's account pursuant to this Agreement due to insufficient funds or for any other reason caused by an Occupant, you or the institution holding the Occupant's Account, we can terminate that Occupant's participation in the ZRent program at our sole discretion.

Termination and Amendment

You may terminate this service anytime by cancelling your participation through the ZRent online portal. In order to cancel any specific CREDIT OR OTHER DISTRIBUTION OF A PAYMENT on a Payment Date, you must submit your request to terminate your participation in ZRent no fewer than three (3) business days prior to that Payment Date. Failure to submit your termination request in that time may result in the credit or other distribution of the Payment to you on the Payment Date. If you cannot access the ZRent online portal, you may send a written request by first class mail or overnight delivery to the address set forth in "Contact Information" below. Termination by either party will not affect your obligations under this Agreement, even if we allow a transaction to be completed after the termination of this Agreement. We may restrict and/or cancel, without prior notice, your ability to use the ZRent program for any reason deemed necessary in our sole discretion.

We may change any term of this Agreement at any time upon written notice to you, with the changes effective upon your receipt of the revisions to the Agreement. You will be deemed to accept any changes to this Agreement if you continue to use the ZRent program, which continuing use must occur after you have received any required notice, if applicable.

Consent to Electronic Communication

By enrolling in ZRent and accepting the terms of this Agreement, you consent to our use of electronic methods, such as e-mail, to communicate with you regarding the ZRent program and this Agreement. We reserve the right to send paper communications to you as well if: (i) the e-mail address you provided to us does not accept any e-mail we deliver to you; (ii) there is a technical malfunction preventing us from sending notices to you and (iii) we believe it is necessary to communicate with you by mail for any reason. In order to enroll in ZRent, you must have access to a personal computer with a 128-bit JavaScript-enabled browser, internet access and a valid electronic mail account supported by software that enables you to receive electronic communications.

Unavailability of ZRent

The online portal for the ZRent program may be temporarily unavailable due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and/or Internet software. We make no representation or warranties as to the availability of the use of ZRent at any given time, and you agree to hold us harmless from any losses incurred as the result of such unavailability.

Limitations on Our Liability

In the performance of the services required by this Agreement, we shall be entitled to rely solely on the information, representations, and warranties provided by you and your Occupants pursuant to this Agreement, and shall not be responsible for the accuracy or completeness thereof. We shall be responsible only for performing the services expressly provided for in this Agreement, and shall be liable only for our willful misconduct in performing those services. We shall not be responsible for the acts or omissions of you or your Occupants (including without limitation the amount, accuracy, timeliness of transmittal or authorization of any requested debit or credit initiated through ZRent) or those of any other person, including without limitation any Federal Reserve Financial Institution, Automated Clearing House of transmission or communications facility, any Receiver or Receiving Depository Financial Institution (including without limitation the return of an Entry by such Receiver or Receiving Depository Financial Institution), and no such person shall be deemed our agent. You agree to indemnify us against any loss, liability or expense (including attorney's fees and expenses), resulting from or arising out of any claim of any person that we responsible for any act or omission of you, your Occupants, or any other person described in this section.

In the event of a determination that we are responsible for willful misconduct, we shall be liable only for your actual damages; in no event shall ZRent be liable for any consequential, special, incidental, punitive or indirect loss or damage which you may incur or suffer in connection with this Agreement, whether or not the likelihood of such damages was known or contemplated by us and regardless of the legal or equitable theory of liability which you may assert, including, without limitation, loss or damage from subsequent wrongful dishonor resulting from our acts or omissions pursuant to this Agreement.

Without limiting the generality of the foregoing provisions, we shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond our control. In addition, we shall be excused from failing to transmit or delay in transmitting any debit or credit if such transmittal would result in our having exceeded any limitation upon our intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in our reasonable judgment otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. Further, any Participating Institution is excused from any liability in connection with your use of ZRent and by utilizing ZRent with an operating account held by a Participating Institution, you agree to such waiver and excuse of liability.

Your Liability and Indemnification Obligations

With respect to each and every requested debit or credit involving you and your Occupants, you represent and warrant to us and agree that (i) any authorization provided to us is operative at the time of the transmittal or crediting or debiting by ZRent as provided herein, (ii) you shall perform your obligations under this Agreement in accordance with all applicable laws and regulations, including the sanctions laws administered by OFAC (Office of Foreign Assets Control), and (iii) you shall be bound by and comply with the Rules as in effect from time to time, including, without limitation, the provision making payment of debit or credit by the Receiving Depository Financial Institution to the Receiver provisional until receipt by the Receiving Depository Financial Institution of the final settlement for such debit or credit. You specifically acknowledge that you have received notice of the Rule regarding provisional payment and of the fact that if such settlement is not received, the Receiving Depository Financial Institution shall be entitled to a refund from you of the amount so credited.

Further, you understand and agree that you are required to indemnify us and all of our affiliates, officers, employees and agents and hold us and all of our affiliates, officers, employees and agents harmless from and against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, arising from your use or your Occupants' use of ZRent and/or any breach of the terms and conditions of this Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

Disclaimer of Warranties

YOU AGREE THAT YOUR USE OF ZRENT AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ZRENT, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT ZRENT WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED USING ZRENT WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ZRENT OR ANY OF THE TECHNOLOGY RELATED THERETO WILL BE CORRECTED.

General Disclosure Statement

Any documentation provided to you which indicates that an ACH or any other electronic debit or credit was made from your Account shall be admissible as evidence of such debit or credit and shall constitute prima facie proof that such debit or credit occurred.

The initiation by you of certain ACH or other electronic debits from or credits to your Account will, except as otherwise provided in this Agreement, effectively eliminate your ability to stop payment of the debit or credit. UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT YOU MAY NOT STOP PAYMENT OF A SCHEDULED ACH OR OTHER ELECTRONIC DEBIT OR CREDIT; THEREFORE, YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES OR SERVICES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.

Fees

Free for Landlords and Property Managers using a Participating Institution operating account. If operating account is held at another financial institution that is not a Participating Institution, then after an initial three (3) month free trial, the pricing is:

<u>Number of Units</u>	<u>If Account is Not Held by Participating Institution</u>
1 Unit	\$3.99 per Unit per month
2 Units	\$3.49 per Unit per month
3-9 Units	\$3.25 per Unit per month
10+ Units	\$1.99 per Unit per month

If your financial institution ceases to be a Participating Institution, you will receive notice that your fees are no longer waived no fewer than five (5) business days before such fees are assessed. All fees are subject to change upon written notice as set forth in this Agreement.

Contact Information

Any communication, notice, statement or demand required to be served on you under this Agreement shall be in writing and sent either by electronic mail, first class mail or registered mail to you at the most recent address for you that we maintain in our records as of such time. If for any reason you wish to contact us about this Agreement, ZRent, your participation in ZRent, or any transactions relating to ZRent, write, email or call us at:

ZRent
99 South Bedford Street, Suite 101
Burlington, MA 01803
zrent@zrent.net
781.641.8691

Applicable Law

As applicable, this Agreement shall be governed by, and all recurring ACH or other electronic debits from your bank account made hereunder shall be made in accordance with the Rules, and you and we agree to be bound by such Rules as in effect from time to time. If we do not receive final settlement for a payment for any reason, we shall charge back the amount of such transfer to your Account or otherwise claim a refund from you as applicable. Massachusetts law shall otherwise govern this Agreement.

Entire Agreement, Severability and Waiver

This Agreement, including all agreements and other documents incorporated by reference, embodies the entire agreement between the parties. Any oral agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect. No waiver of the performance or breach of, or default under, any condition or obligation in this Agreement will be deemed to be a waiver of any other performance, or breach or any other condition or obligation of this Agreement.

Notices

In the event that you believe that an error has occurred with respect to any transaction through the ZRent program, you must notify us immediately by telephone at 781.641.8691 or email at zrent@zrent.net as soon as possible.