TERMS AND CONDITIONS
Version 1.02* Governing the Agreement between Owner, Who Wants to Rent, LLC, and Participant

1. Governing Terms and Pricing The herein Terms and Conditions govern all activities engaged in by and between Who Wants to Rent, LLC, a Nevada limited liability company (hereinafter "Owner') on the one hand, and any party contracting with Owner as a Participant under any and all cover agreements entered into between Owner and any Participant which references these Terms and Conditions (each such cover agreement document entered into with Owner, together with these Terms and Conditions, constituting the "Agreement" referenced herein). The prices charged by Owner to Participant for use of the Website and Database shall include a per query fee for each query run by Participant on the Website and within the Database, in the amount of $_____ per query. No amount shall be charged to Participant for documents and data uploaded into the Website Database by Participant.

2. Roles and Obligations Owner shall be responsible, during the term of the Agreement, for maintaining and allowing access to the tenant information database (hereinafter the "Database") to be located at or accessible from links accessible from "www.whowantstorent.com" (hereinafter the "Website"), and the subdirectory pages maintained by Owner affiliated with and therefore a part of the Website, and shall be solely responsible for complying with all domain name registration requirements and for all costs of the ongoing existence of the Website during the term of any Agreement, including any payments due or owing to third party hosting or design vendors, and the costs of maintaining necessary servers and other equipment, contracting with and paying any other necessary system vendors, maintaining accreditation from the internet corporation for assigned names and numbers, and paying for such bandwidth and other third party services and equipment, as may be necessary to maintain the Website in a legal and secure manner, readily accessible to

* Effective between January 1, 2024, and the date of any version 1.03 promulgated hereafter and appearing at the following URL: https://whowantstorent.com/terms

Participant, during most business hours unless shut down for needed maintenance or as a result of events beyond Owner's control. Owner shall also be solely responsible for paying any legal fees or costs or governmental fees for maintaining all necessary trademarks and copyrights for the Website. Owner shall have the sole authority, from time to time and in its sole discretion, to alter the design of the Website and the webpages associated with the Database system in which Participant is participating, and/or to alter or make new arrangements for third party vendors maintaining the Website's registration and the equipment necessary to allow the Website to continue, for so long as Owner is a party to the Agreement between Owner and Participant, and until and unless said Agreement has been terminated.

3. Participant's Obligations, Warranties and Representations. Participant shall have the right to participate in adding to and searching the Database and Website system to be maintained by Owner, by uploading data, documents and information to the Database via the Website utilizing the secured connections located within the Website for uploading said data, documents, and/or other information, utilizing such entry username and password systems as shall be maintained or required by Owner, and shall also be entitled to run queries allowing Participant to obtain information with respect to tenants with respect to whom rental history data, documents or information is included within the Website Database, so long as Participant complies with the following obligations, warranties and representations:

A. Participant's Obligations, Promises, Warranties and Representations as a Provider to the Database. In its role as a party who is providing and uploading data, documents, and information into the Database maintained on the Website, Participant agrees to comply with the following obligations, and warrants and represents as follows:

(i) The data to be uploaded by Participant into the Website Database shall include solely copies of the following documents and types of notices, or information

contained within the following types of notices, and no other notices (or information) are to be uploaded, but, as to the following documents and data, Participant shall act in good faith and with all due diligence to comprehensively upload all such documents which it has generated within 90 days prior to the date of the Agreement, and which it generates after the Effective Date of the Agreement and during the term of the Agreement:

SEVEN-DAY NOTICE TO PAY RENT OR QUIT

FIVE-DAY NOTICE TO PERFORM LEASE CONDITION OR QUIT

FIVE-DAY NOTICE TO QUIT FOR TENANCY-AT-WILL

FIVE-DAY NOTICE TO QUIT FOR UNLAWFUL DETAINER

FIVE-DAY NOTICE TO PAY RENT OR QUIT (ONLY FOR COMMERCIAL PROPERTIES)

SEVEN-DAY "NO CAUSE" NOTICE TO QUIT

THIRTY-DAY "NO CAUSE" NOTICE TO QUIT

THIRTY-DAY NONPAYMENT NOTICE TO QUIT PER CARES ACT

THREE-DAY NOTICE TO QUIT FOR NUISANCE, WASTE, ASSIGNING/SUBLETTING, UNLAWFUL BUSINESS, …

(ii) Participant shall fully comply, with respect to all information which Participant uploads into the Website Database, with all of the requirements applicable to the Participant under local, State, or Federal law, including any applicable ordinances, statutes or regulations, to include without limitation NRS Chapter 598C (entitled Consumer Reporting), and the U.S. Fair Credit Reporting Act ("FCRA") found at 15 U.S. Code § 1681 et seq., as revised or amended from time to time heretofore or hereafter, and shall also comply with all local, State and Federal regulations, including any regulations promulgated under the authority of the

aforestated Nevada Consumer Reporting statute and/or FRCA; and shall indemnify and hold Owner harmless from and against any losses incurred by Owner as a result of any failure by Participant to comply with any of the provisions of any applicable local, State or U.S. ordinance, law or regulation including those specifically referenced above.

(iii) Participant warrants and represents that all information and documents and data uploaded by Participant into the Website Database shall be accurate and Participant shall indemnify and hold Owner harmless from any losses incurred by Owner as a result of any inaccuracies contained in any of the documentation, data or information uploaded by Participant into the Website Database.

(iv) Participant shall **not** upload any data, documents or information into the Website database which pertain to any locations outside of Clark County, Nevada, nor which involve matters other than lease notices such as those listed in Section 3(A)(i) above, and Participant specifically agrees, without limitation, not to upload any data, documents or information involving any health or medical information, any criminal history information, any employment history information, or other data relating to any tenant which is not specifically included within the foregoing and above lease notice documents listed in Section 3(A)(i) above.

(v) Participant expressly agrees not to upload any information which is more than seven years old.

(vi) Participant agrees not to upload any data, documents or information which involves any notices that are inaccurate or misleading or which were ultimately rejected by any court as a basis for taking action to evict a tenant.

(vii) If Participant uploads any data, or documents, or information which it has

promised in these Terms and Conditions not to upload, it shall indemnify and hold Owner harmless from and against any and all losses which Owner may incur as a result thereof.

B. Participant's Obligations, Promises, Warranties, and Representations with Respect to Participant Queries. In its role as a party running queries and searching the Website Database, Participant agrees, acknowledges, warrants and represents as follows, with respect to any queries or searches which are made by Participant and with respect to any action Participant takes as a result of any information obtained from any such query or search:

(i) Participant understands that the information Participant obtains from any queries on the Website may be incomplete and that no representation or warranty is made whatsoever by the Owner as to the exhaustive or comprehensive nature of the information contained within the Database, which Database will in fact be incomplete and non-exhaustive for a variety of reasons, including without limitation, because not all landlords or property managers in Clark County, Nevada are participating in the system, or because the Owner has been required to place a freeze or withdraw information from the Database as a result of having determined that compliance with the FCRA or Nevada law requires Owner to do so, or for any other reason in Owner's sole discretion, or due to technical or legal issues beyond Owner's control.

(ii) Participant acknowledges that the use of the Website Database for running tenant queries and searches is to be only its first and initial step in reviewing tenant information and, given the lack of identifiers (such as Social Security Numbers) beyond solely the name of a tenant on the documents and data and information

uploaded into the Website Database, there is no way for Participant to know if any particular tenant who has applied for a lease/tenancy with Participant is the same as a party whose name or a similar name appears on uploaded documents found by Participant as a result of a Website search or query. Therefore, before taking any adverse action or making any adverse decision regarding a potential tenant, as a result of any information obtained through the queries, Participant agrees to contact the other landlords or property managers whose names appear on any potentially applicable data or documents found through its queries, to ascertain more specifically and more completely the actual identity of any tenant name located on documents or data found through a query.

(iii) Participant agrees that it will comply in full with the FCRA and with Nevada's consumer reporting statute (Nevada Revised Statute Chapter 598C), before Participant takes any adverse action, or in conjunction with any adverse action it takes, as a result of any information obtained by Participant from any queries or searches of the Website Database, and then completing any follow-up inquiries thereafter. This includes, without limitation, that Participant shall notify any consumer against whom any adverse action is taken by Participant, of the action which has been taken, and shall furnish the consumer with the following name and address of the Owner: _____WWTR_____, __Las Vegas, Nevada__, __customerservice@whowantstorent.com__; and shall also inform the consumer of the name and address of the prior landlord or property manager from whom any information was obtained, on the basis of which any adverse action was taken with respect to the consumer.

4. Service Interruptions. Notwithstanding anything to the contrary stated elsewhere

herein, Owner shall in no way be held liable for any service interruptions to access to the Website or the Database which last for less than three (3) days, or which take place between the hours of 7:00 p.m. and 9:00 a.m. (PST), or on any weekend or Holiday, or which are due to previously scheduled maintenance after prior notice thereof has been provided to Participant.

5. Owner Liability.

5.1 *Basis for Liability*. Owner shall only be liable to Participant (including with respect to any Participant claims sounding in indemnity or contribution based on a third-party's claims against Participant) under the Agreement between Owner and Participant on the following grounds: (A) Owner's substantial failure, without good cause, and despite Participant being current in all of its obligations to Owner, to perform or provide the services it has promised to perform as set forth herein, in material breach of the Agreement with Participant, which continues for a substantial period of time after Participant has notified Owner of the same and has demanded a cure, which material breach proximately causes damages to Participant; (B) For any physical damage to, or loss of the Participant's tangible property, proximately caused by Owner's or one or more of its staff members' gross negligence, recklessness, or intentional conduct, excluding mere negligence.

5.2 *Excluded Theories of Liability and Excluded Damages Theories/ Calculations*. Notwithstanding anything to the contrary stated elsewhere herein, or in any document comprising part of the Agreement, Owner shall not in any circumstances arising directly or indirectly out of the relationship created by the Agreement, be liable to the Participant whether in contract, tort, indemnity or otherwise for any sums based on:

5.2.1 Any theory of liability other than those set forth in Subsection 5.1 above,

5.2.2 Failure of Owner's services to achieve the results hoped for by Participant,

5.2.3 Any incidental or consequential damages, including, without limitation, any loss of profit, lost profits, lost revenues, loss of contracts, loss of benefits, loss of

anticipated savings, loss of reputation, loss of goodwill or loss of use suffered or incurred directly or indirectly by the Participant,

5.2.4 Any indirect loss or damage howsoever arising and of whatsoever nature, including damages or losses to Participant caused by any tenant;

5.2.5 Any claimed breach of any warranty implied by law and not expressly provided for herein; and

5.2.6 Any punitive or exemplary damages.

5.3 *Caps on Owner's Liability*. In the event of any liability being claimed by Participant against Owner, and adjudicated in Participant's favor, including on the basis of any theory allowed by any court to be pursued in contravention of the provisions set forth herein, the amount of Owner's liability arising out of or in connection with any breach of any Owner obligation arising under the Agreement shall be limited to, and shall not exceed, (i) the Participant's actual losses; or (ii) the amount of a refund of the sum total of any and all payments made by the Participant to the Owner for use of the Database for the three month period prior to the date of the Participant claiming a breach by Owner; or (iii) Ten Thousand U.S. Dollars (US $10,000.00), whichever is lowest.

5.4 Each Party shall have the obligation to prove, minimize and mitigate all losses claimed under this Agreement.

6. Participant Liability

6.1 *Basis for Liability*. Participant shall only be liable to Owner under the Agreement on the following grounds: (A) Participant's failure to timely pay any and all amounts due and owing to Owner, (B) Participant's failure to substantially abide by any other obligation arising under the Agreement, in reasonably material breach thereof. (C) For any physical damage to, or loss of Owner's tangible property, including loss of data, proximately caused by Participant's or

its Staff members or members' conduct; or (D) for indemnity and contribution as set forth in the various above and below provisions of these Terms and Conditions, due to Participant's breach of its promises, warranties, and obligations referenced herein.

6.2 Participant shall not be held liable to Owner for any indirect or consequential damages suffered by Owner, such as lost profits, loss of contracts, loss of benefits, loss of anticipated savings, loss of reputation or goodwill, other than as such a claim may arise in favor of Owner under the indemnity provisions of the Agreement, or pursuant to a claim by Owner for intentional interference with Owner's contracts with other participants or with Owner's prospective economic advantage.

7. Indemnity. The Participant agrees to indemnify Owner against any third party claim brought against Owner in respect of any injury, damage or loss caused, or claimed by the third party to have been caused, by the Participant's actions, or by the actions of any third party or parties which were in any manner whatsoever facilitated or made possible, intentionally or unintentionally, by Participant, or by any of its staff member(s), or by their negligence or intentional misconduct, regardless of whether that third party claim is brought against Owner in contract, tort, pursuant to a statutorily created cause of action, or otherwise, whatsoever. These indemnity obligations shall include Participant's obligation to indemnify and hold Owner harmless for any claimed violation, by or attributable to Participant, of NRS Chapter 598C or of the FCRA. Force Majeure. Neither Party will be liable for any breach of the Agreement, which results from that Party being prevented, hindered or delayed from observing or performing its obligations under the Agreement by virtue of materially adverse external circumstances beyond its reasonable control, such as earthquakes, hurricanes, tornadoes, wildfires or other similar natural causes or acts of God, as well as war, terrorism, uprisings, major civil unrest, major labor strikes, material criminal and malicious activities of a third-party or parties (including activities causing exposure to malware or computer viruses),

pandemics, epidemics, governmentally required lockdowns resulting from health or security emergencies, failures of internet infrastructure components maintained by third-parties, including private vendors or public utility providers, failures of governmentally maintained infrastructure, or other such events, which actually and in fact prevent the Party's performance. This Subsection 8 does not apply to, and does not excuse a Party from performance by virtue of changed market conditions, changed economic forecasts, or a Party's own internal financial or staffing challenges or failures, or unforeseen actions committed by a Party's own staff member(s).Termination.

9.1 The Agreement between Owner and Participant may be terminated by either Owner or Participant at any time without cause on thirty days' prior written notice to the other Party (or on shorter notice if the termination is required due to a governmental entity or court of competent jurisdiction mandating the termination). This includes Owner's right to completely cease offering all of its services and to shut down and terminate the Webpage and the Database altogether upon providing such prior notice.

9.2 The Agreement may be terminated for cause, by Owner, in the event that payment due to Owner is outstanding more than 15 days from presentation of an invoice, which termination may be made immediately upon the 16th day after presentation or at any time thereafter. Owner may also suspend services, in such an event, until payment is made, or until Owner instead terminates.

9.3 The Agreement may also be terminated, immediately, by either party, for cause, if the other party becomes insolvent.

9.4 Termination by either Owner or Participant will not affect any accrued rights in favor of Owner and liabilities owed by Participant, arising out of the Agreement, including for charges which accrued for services provided prior to the effective date of termination, or for

liabilities on the basis of pre-termination breaches (any damages claims allowed to be pursued under the Agreement for any breaches which occurred prior to the termination, shall survive termination).

9.5 Where Owner is entitled to terminate the Agreement for cause it may, instead, elect (without prejudice to Owner's other rights and remedies) to suspend performance by giving written notice to that effect to the Participant, pending cure by the Participant of any outstanding obligation, which suspended performance will not prevent Owner from nevertheless terminating at any time.

9.6 Notwithstanding any seemingly contrary statements in this Section 9, or elsewhere in the Agreement, termination shall not free or release either party from continuing to be obligated under any sections of the Agreement which are intended to survive the Agreement, such as any and all confidentiality provisions and indemnity provisions and other similar terms contained in the Agreement (to include these Terms and Conditions and the cover Participation Agreement document).

10. Term. The term of an Agreement shall be from the date of Participant signing the Cover Participant Agreement or other evidence of that document's acceptance by Participant, until the date that the services to be performed hereunder are completed, or the date of noticed termination, whichever is earlier. If Participant has neither utilized the Website to run a Database query, nor uploaded any information or documents for a period of three (3) months, then it may be presumed by Owner in its sole discretion that the term hereof has ended and Owner may revoke Participant's access without prior notice. Miscellaneous.

11.1 Non-Solicitation – Both Parties undertake, during the performance of the Services and for six months from their completion or from termination, not to directly or indirectly

solicit any of the other Party's staff members (whether as an employee or an independent contractor). This clause will not prevent either party from advertising for staff in public media.

11.2 Counterparts – The Agreement may be executed in counterparts, all of which together shall be deemed to be one and the same instrument. These Terms and Conditions apply by reference and need not be executed to be binding.

11.3 Third Party Beneficiaries – Unless expressly stated otherwise in the Agreement, each Party intends that the Agreement shall not benefit or create any right or cause of action in or on behalf of any person other than the Parties.

11.4 This Agreement shall be binding upon and inure to the benefit of the Parties' permitted successors and permitted assigns.

11.5 Assignment – Participant may not assign the Agreement or any right arising under it, or allow a successor entity to obtain the Participant's rights under the Agreement without the Owner's prior written consent.

11.6 Entire Agreement – The Cover Participation Agreement together with these Terms and Conditions contains the entire understanding and agreement of the Parties with respect to the subject matter hereof. There is no express or implied prior understanding, warranty, representation or undertaking, which is not included in or superseded by the Agreement.

11.7 Owner and the Participant agree that all covenants or warranties implied by law, including, without limitation, covenants and warranties implied by statute or ordinance, or regulation or implied by common law or case law including any and all implied warranties or covenants of fitness for a particular purpose, or merchantability, are hereby expressly excluded, and only those covenants or warranties expressly and explicitly and unambiguously stated in the Agreement, including in these Terms and Conditions, apply to or govern their relationship under the

Agreement.

11.8 Amendment – These Terms and Conditions may be amended from time to time by Owner, who will notify Participant of the same and Participant's ongoing use of the Website after such notice shall be deemed to effectuate an amendment to the Parties' Agreement which has been consented to by Participant, based on said revision to these Terms and Conditions.

11.9 Waiver – Delay or omission by a Party in exercising its rights or remedies under the Agreement will not be deemed a waiver of any such right or remedy.

11.10 Notice – Notices and other communications to be served under an Agreement shall be in writing and shall be deemed given: (i) immediately, when delivered by hand, or by email, to the address provided on the Cover Participation Agreement document. (ii) three (3) business days after mailing to the addressee, when sent to the addressee, if sent by regular mail delivery of the U.S. Postal Service to the addressee at the address set forth in the Cover Participation Agreement.

11.11 Severability – If any of the provisions of the Agreement is judged to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of the Agreement will not in any way be affected or impaired thereby.

11.12 Governing Law – Every Agreement between Owner and Participant will be governed by and construed in accordance with the laws of the State of Nevada, regardless of the law that might be applied under principles of conflicts of laws.

11.13 Jurisdiction – Any legal action or proceeding with respect to the Agreement shall be brought solely in the state or federal courts located in Clark County, State of Nevada, USA. By execution of the Cover Participation Agreement referencing these Terms and Conditions, each Party hereby accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. Each Party hereby irrevocably waives any objection which it

may now or hereafter have to the venue and jurisdiction of any of the aforesaid courts referred to above and hereby further irrevocably waives any claim, argument, or defense (and agrees not to plead or claim or move in any such court) that any such action or proceeding brought in any such court has been brought in an inconvenient forum or in a forum lacking jurisdiction over it.

Effective and applicable to all Participant Agreements entered into after January 1, 2024, and before any subsequent Amended version hereof.