

# PAYMENT PROCESSING AGREEMENT TERMS OF USE

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This Payment Processing Agreement (“Agreement”), set out below, governs your use of the payment processing service.

## 1. DEFINITIONS:

- a. “Resident” shall mean the tenant designated as such under this Agreement that is authorized to use the login information provided to him or her.
- b. “Residents” shall mean all tenants located in the Premises aside from the Resident.
- c. “Rental Agreement” shall mean the Contract for the Rental of Residential Property entered into by Resident and Site Owner for the property specified in the information section of this Agreement (“Premises”).
- d. “Site Owner” shall mean the Landlord, whose named appears.
- e. “System” shall mean the electronic fund transfer program.
- f. “RealPage” shall mean the company that is providing the electronic fund transfers.

## 2. TERMINATION BY SITE OWNER: The Landlord (hereinafter “Site Owner”) and his or her agents, without prior notice, may immediately terminate this Agreement if, in its reasonable judgment:

- a. Any information concerning Resident obtained by Site Owner is unsatisfactory to Site Owner in Site Owner’s sole discretion;
- b. Any act of fraud or dishonesty is committed by Resident, its agents or others associated with Resident, or Site Owner believes in good faith that Resident, its agents or others associated with Resident, have committed, are committing or are planning to commit any acts of fraud or misrepresentation;
- c. Material breach of this Agreement by Resident;
- d. Any representation or warranty made by Resident in this Agreement is not true and correct;
- e. Resident files a petition under any bankruptcy or insolvency law;
- f. Site Owner deems itself at financial or relative risk;
- g. Site Owner cannot perform its duties under this Agreement for whatever reason including, but not limited to, RealPage’s termination of its agreement with Site Owner,
- h. Site Owner determines that it is not feasible to provide Resident with electronic fund transfers in which case Site Owner is not obligated to provide replacement services.
- i. Site Owner, in its sole discretion and without cause, elects to terminate this Agreement.

## 3. SECURITY:

- a. Resident shall take all reasonable security precautions to prevent unauthorized or fraudulent use of the System by Residents, friends, agents, or other people associated with Resident. Resident acknowledges that the purpose of such security procedure is for verification of authenticity that Resident is the sole user of the login information.

- b. Resident shall assume all responsibility for unauthorized or fraudulent use of Systems.
- c. Site Owner shall have no obligation to discover any possible breach of Resident's security.
- d. Each party shall immediately notify the other party if it discovers any breach of security, loss of data, non-public personal information, or suspected or actual fraud with respect to the Services or the System.
- e. If such fraudulent activity is committed or suspected, in good faith, to be committed by Resident or any person associated with Resident, then Site Owner may impose security procedures to investigate the fraudulent activity and shall immediately, without notice, terminate Resident's login information and authority to use the System.

4. **FEES AND PAYMENTS:**

- a. Resident are required to pay all fees and rent by the due date in the Rental Agreement.
- b. If Resident fails to pay in a timely fashion, Resident will be solely responsible for any and all late fees and other costs associated with late payment that will be imposed as a result of Resident's late payment.
- c. Resident agrees to pay to Site Owner any amount incurred as a result of Resident's action or inaction, including but not limited to indemnification liability, breach of warranty, fines imposed by third parties directly related to the processing of transactions, insufficient fund fees, bounced checks, fraudulent activity, or fees resulting from other transactions that are otherwise dishonored.

5. **AMENDMENTS TO THIS AGREEMENT:** Site Owner may from time to time amend this Agreement in order to amend or change any clause or provide additional clauses in the Agreement. Resident will be provided written notice of any such amendments.

6. **WARRANTY, LIMITATIONS AND INDEMNIFICATIONS:**

- a. **RESIDENT REPRESENTATIONS AND WARRANTIES.**
  - i. Resident represents and warrants to Site Owner that all information in the Application is correct and complete. Resident agrees to notify Site Owner or its employees or agents of any changes to the Application within two days of any change in such information.
  - ii. Resident represents, warrants, and covenants that any and all transactions that it submits for processing services shall be bona fide and non-fraudulent.
- b. **DISCLAIMERS OF WARRANTIES. NEITHER SITE OWNER NOR ITS EMPLOYEES OR AGENTS, MAKES ANY WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO ANY ASPECT OF ANY SOFTWARE, SYSTEM OR SERVICES INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ACCURACY. SITE OWNER DOES NOT WARRANT THAT USE OF THE SYSTEM WILL BE UNINTERRUPTED, SECURE OR ERROR FREE. SITE OWNER, ITS EMPLOYEES AND AGENTS, DISCLAIM ANY AND ALL LIABILITY WHATSOEVER**

**CONCERNING THE ACCURACY, AVAILABILITY, RELIABILITY, CORRECTEDNESS, OR LOSS OF, RESIDENTIAL DATA.**

- c. LIMITATION OF LIABILITY. EXCEPT FOR FRAUD OR WILLFUL MISCONDUCT BY SITE OWNER OR ITS EMPLOYEES AND AGENTS, NEITHER SITE OWNER NOR ITS EMPLOYEES AND AGENTS, SHALL BE LIABLE FOR ANY LOST FUNDS, PUNITIVE, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES TO RESIDENT OR TO ANY THIRD PARTY IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT.

7. **LOGIN INFORMATION AND EXCLUSIVITY OF USE:** All login information, including but not limited to the username and password, shall be and remain exclusively for use by Resident. Resident agrees and understands that disbursement of Resident's login information is strictly prohibited. Resident's login information is for Resident's sole use. Resident hereby agrees to hold in the highest confidence all information that Resident may receive from Site Owner with respect to the System and its services and not disburse such information to third parties.

8. **GENERAL PROVISIONS:**

- a. GOOD FAITH. Each party agrees to perform its obligations as set forth in this Agreement in good faith. All objections and complaints made hereunder will be made in good faith, and the parties agree to work together to resolve all issues and disputes within the framework according to the terms of this Agreement.
- b. TIME. Time is of the essence in this Agreement.
- c. SEVERABILITY. If any provision of this Agreement be held by a court of competent jurisdiction or arbitration authority to be unenforceable, the remaining provisions of this Agreement will not be affected or impaired thereby.
- d. AUTHORITY AND ACCEPTANCE. Each party to this Agreement hereby represents and warrants that it has the full right, power and authority to enter into and perform this Agreement in accordance with all terms, conditions, and covenants herein.
- (i) ASSIGNMENT. Resident may not assign or transfer this Agreement without the prior written consent of Site Owner.
- (ii) AMENDMENT. Except to the extent otherwise provided herein, this Agreement, and any term, condition or covenant hereof, may be amended, modified, supplemented or cancelled by mutual agreement of the parties hereto, at any time, but only by an instrument in writing signed by authorized representatives of the parties.

By executing this Agreement below, the undersigned represent and warrants to Site Owner that it is the Resident of the described premises and shall be the sole user of the login information provided by Site Owner to Resident.

**PLEASE COMPLETE THE FOLLOWING INFORMATION:**

Site Owner: Siavash Tahbazof  
Agent: Jason Whobrey

Address: 1256 Howard Street, San Francisco, CA 94103  
Phone: (415) 922-0200

Resident:  
Property:  
Phone:  
Email:  
Date of Birth:  
Total Monthly Rent:  
Last 4 of SSN:  
Driver's License ID:

**I authorize the verification of the information provided on this form as to my contact information. I have received a copy of this application.**

**Date:** \_\_\_\_\_ **Signature of Resident:** \_\_\_\_\_