

## Terms of Use and Service

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### III. CONTENT

#### A. PROPRIETARY RIGHTS

User agrees to use the Site only for lawful purposes and agrees to comply with all applicable laws, regulations, statutes and ordinances in connection with the use of the Site. User acknowledges that the Site contains information, data, software, photographs, graphs, videos, typefaces, graphics, music, sounds, maps, floor plans, promotional materials and other material (collectively, “Content”) that are protected by copyrights, trademarks, trade secrets, or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereinafter developed. All Content is copyrighted as a collective work under the U.S. copyright laws, and River Park owns a copyright in the selection, coordination, arrangement, and enhancement of such Content. User may not modify, remove, delete, augment, add to, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the Content, in whole or in part. User is granted a nontransferable, nonexclusive, revocable limited license to view, copy, download and print content from the Site for User’s personal use only. Except to the extent expressly permitted by law, User may not use any Content from the Site without prior written permission from River Park. Unauthorized use of any Content from the Site may violate copyright or trademark laws or privacy laws or other laws or regulations.

#### IV. PRIVACY POLICY

In accordance with the terms of River Park’s Privacy Policy, River Park respects the privacy of its Users. To view our Privacy Policy, click here: [\[link to Privacy Policy\]](#).

#### V. TERMINATION OF USAGE

River Park may terminate User's access, or suspend User's access to all or part of the Site, without notice, for any conduct that River Park, in its sole discretion, believes is in violation of any applicable law or is harmful to the interests of another User, a third party Provider, a service provider, or River Park.

#### VI. ONLINE APPLICATIONS, CONSENTS, LEASES, PAYMENTS AND OTHER TRANSACTIONS

The Site may provide User with the option to electronically enter into certain transactions related to User’s proposed or actual rental of an apartment, including but not limited to an application to lease an apartment, certain consents related thereto, a lease agreement for an apartment for which User has been approved to rent, a renewal of an existing lease agreement, and/or payments related to User’s application for or lease of an apartment. User’s use of this Site to enter into such transactions is entirely voluntary. If User elects to provide such information, User agrees to provide true, accurate and complete information about User and maintain and update it so it remains accurate. However, if User enters into any such transaction via this Site, User consents to doing such transaction in electronic form, and to providing an electronic signature in the form specified on this Site, rather than a handwritten signature, whenever a signature is required in connection with a transaction on this Site. In addition, User understand and acknowledge that all transactions that User enters into via this Site will be legally binding on User just as if they were done on paper, and that User’s electronic signature in the form specified on this Site will be binding as though you had physically signed such document on paper by hand. If User utilizes any portion of the Site which restricts access by use of a User ID and password then User agrees to utilize said portions of the Site only with the User ID and password assigned to User or associated with User’s registration. It is User’s responsibility to maintain the confidentiality of User’s login information and to restrict access to User’s computer or other device used to connect to the Site so that others may not access the Site using User’s login information. User agrees to be responsible for all activities that occur under User’s ID and password. River Park will not be responsible or liability for any loss or damage arising out of User’s negligence or failure to comply with the obligations above.

## VII. LINKING TO OTHER SITES

Links to third-party sites are provided for User's convenience. Such sites are not within River Park's control and may not follow the same privacy, security, or accessibility standards as River Park. River Park neither endorses nor guarantees offerings of the third party providers, nor is River Park responsible for the security, content or availability of the third-party sites, their partners, or advertisers. River Park encourages User to review the privacy policies of third parties before providing information on their sites. Access to and use of such third-party sites is solely at User's own risk, and User agrees that River Park will not be responsible or liable for any loss or damage of any sort that User may suffer as the result of User's dealings with such third-party sites.

## VIII. APPLICABLE LAW

This Site is created and controlled in the State of Florida. As such, the laws of the State of Florida will govern the disclaimers, terms and conditions, without giving effect to any principles of conflicts of laws. River Park reserves the right to make changes to its Site and these disclaimers, terms and conditions at any time. User hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the State of Florida, and of the United States of America located in the State of Florida for any litigation arising out of or relating to use of or purchase made through River Park (and agrees not to commence any litigation relating thereto except in such courts), waives any objection to the laying of venue of any such litigation in the courts of the State of Florida, and agrees not to plead or claim in any court of the State of Florida that such litigation brought therein has been brought in an inconvenient forum.

## IX. SEVERABILITY

The provisions of these Terms of Use and Service are intended to be severable. If for any reason any provision of these Terms of Use and Service shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

## X. ACKNOWLEDGMENT

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