

## Terms of Use

Welcome to Aperture. Aperture Real Estate Ventures, LLC, a Delaware LLC ("Aperture," "we," or "us") provides the web site at [www.aperture.re](http://www.aperture.re), including any subdomain thereof (the "Site", and together with the Aperture service and network, including any new features and applications, the "Service"), you signify that you have read, understand and agree to be bound by these terms of use (as they may be amended from time to time, the "Terms of Use"), regardless of whether you have created a borrower, investor, seller, purchaser, partner or other account on the Service, or whether you have applied for our products or services.

Please read the agreement carefully before continuing on with your use of the Site. This agreement shall govern the use of the Site and apply to all internet traffic visiting the Site. This agreement is meant to protect all of our Site visitors and your use of this Site signifies you accept and agree to the terms and conditions of this agreement without any reservations, modifications, additions, or deletions. IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT USE THIS SITE. This agreement contains warranty and liability disclaimers. You may be denied access to the Site, with or without prior notice to you if you do not comply with any provision of this agreement.

For purposes of these Terms of Use, the term "you" includes you and any of your agents (such as a mortgage broker using the Service and acting on your behalf), and any principal (such as an LLC or other entity) on whose behalf you are acting when accessing the Site. For the avoidance of doubt, if you are accessing the Service or applying for our products or services on behalf of an LLC, corporation, partnership, trust, or other person or entity, you represent that you have the authority to agree to our Terms of Service on behalf of the entity and that your use of the Site shall constitute the person or entity's agreement. The term "User" means any individual, including you, as well as any business entity, who accesses or uses the Site themselves or through an agent. We reserve the right, at our sole discretion, to change or modify portions of these Terms of Use at any time. If we do this, we will post the changes on this page and will indicate at the top of this page the date these terms were last revised. You will be deemed to have accepted the agreement as amended if you continue to use the Site after any amendments are posted on the Site. We reserve the right to refuse to provide our products and services to anyone at any time.

In addition to these Terms of Use, you may enter into other agreements with us or others that will govern your use of the Service or related services offered by us or others. If there is any contradiction between these Terms of Use and another written agreement you enter into applicable to specific aspects of the Service, the other written agreement shall take precedence in relation to the specific aspects of the Service to which it applies. In addition, when using certain services, you will be subject to any additional terms applicable to such services that may be posted on the Service from time to time, including, without



limitations, the Privacy Policy and the E-Sign Consent Agreement. All such terms are hereby incorporated by reference into these Terms of Use.

## Changes to Terms of Use

We may make changes to these Terms of Use from time to time. If we do this, we will post the changed Terms of Use on the Service for your review. You understand and agree that your continued use of the Service after we have made any such changes constitutes your acceptance of the new Terms of Use.

## Securities Matters

Notwithstanding anything to the contrary in these Terms of Use, in no event shall anything in these Terms of Use be deemed to be a waiver, and we will not assert there has been a waiver, that would not be permissible under Section 14 of the Securities Act of 1933, Section 29(a) of the Securities Exchange Act of 1934, or any other applicable provision of federal and state securities laws.

## Eligibility

In order to use the Site, you must be at least 18 years of age. You represent that (i) you have read and understood, and that you agree to be bound by, this agreement and (ii) you are at least 18 years old. If you do not agree to, or cannot comply with, any of these terms and conditions of this agreement, please do not attempt to access this Site.

We reserve the right to restrict certain areas of information on this Site to our approved registered users. In the event that any area of the Site requires you to register with us prior to our granting you access to such areas of the Site, you agree to provide truthful information, including but not limited to a member name and password as well as your name, address, telephone number and a valid email address (the account information). You agree to provide accurate account information and to update your account information as necessary to keep it accurate. You are solely responsible for maintaining the confidentiality of your member name and password. You agree to notify us immediately of any unauthorized use of your member name, password or account. Aperture will not be responsible for any losses arising out of the unauthorized use of your account and you agree to indemnify and hold harmless Aperture, its partners, parents, subsidiaries, agents, affiliates and/or licensors, as applicable, for any improper, unauthorized or illegal uses of your account. Registration data and certain other information about you is subject to our Privacy Policy.



## Proprietary Rights in Service Content and Software; Limited License

All content on the Service, including but not limited to designs, text, graphics, pictures, video, information, software, music, sound and other files, and their selection and arrangement (the "Service Content"), are the proprietary property of Aperture with all rights reserved. You agree that no Service Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without our prior written permission, except as provided in the following sentence and except that the foregoing does not apply to your own User Content (as defined below) that you legally post on the Site. Provided that you are eligible for use of the Site, and subject to the this Terms of Use, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Service Content solely for your use and not for distribution, provided that you keep all copyright or other proprietary notices intact. Except for your own User Content (as defined below), you may not republish Service Content on any Internet, Intranet or Extranet site or incorporate the information in any other database or compilation, and any other use of the Service Content is strictly prohibited. In connection with your use of the Service, you will not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. If you are blocked by Aperture from accessing the Service (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address).

The technology and software underlying the Service or distributed in connection therewith are the property of Aperture, our affiliates and our partners (the "Software"). Additionally, You agree that you will not: (a) impersonate any person or entity or misrepresent your affiliation with any other person or entity; (b) engage in spamming, flooding, harvesting of e-mail addresses or other personal information, spidering, screen scraping, database scraping, or any other activity with the purpose of obtaining lists of users or any other information, including specifically, property listings available through the Site; (c) disclose to, or share with, the assigned confirmation numbers and/or passwords with any unauthorized third parties or using the assigned confirmation numbers and/or passwords for any unauthorized purpose; (d) attempt to decipher, decompile, disassemble or reverse engineer any of the software or HTML code comprising or in any way making up a part of this Site; (e) violate any applicable local, state, national or international law, including, but not limited to, any regulations having the force of law; (f) send chain letters or pyramid schemes via the Site; or (g) attempt to gain unauthorized access to other computer systems through the Site. You agree that you will not use the Site in any manner that could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site.

Any use of the Service or the Service Content other than as specifically authorized herein, without our prior written permission, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms of Use shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or



otherwise. This license is revocable by us at any time without notice and with or without cause.

## Copyrights, trademarks, and Other Intellectual Property

All content on this Site, including, but not limited to text, images, illustrations, audio clips, and video clips, is protected by copyrights, trademarks, service marks, and/or other intellectual property rights (which are governed by U.S. and worldwide copyright laws and treaty provisions, privacy and publicity laws, and communication regulations and statutes), and are owned and controlled by Aperture or its affiliates, or by third party content providers, merchants, sponsors and licensors (collectively 'Providers') that have licensed their content or the right to market their products and/or services to Aperture. Content on this Site or any web site owned, operated, licensed or controlled by the Providers is solely for your personal, non-commercial use. Without the prior written consent of Aperture or the Providers, your modification of the Content, use of the Content on any other web site or networked computer environment, or use of the Content for any purpose other than personal, non-commercial use, violates the rights of the owners of the aperture.re and/or the Provider copyrights, trademarks or service marks and other proprietary rights, and is prohibited.

As a condition to your use of this Site, you warrant to Aperture that you will not use our Site for any purpose that is unlawful or prohibited by the terms and conditions of this agreement, including without limitation the posting or transmitting any threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material. If you violate any of terms and conditions of this agreement, your permission to use our Site immediately terminates without the necessity of any notice. Aperture retains the right to deny access to anyone at its discretion for any reason, including for violation of the terms and conditions of this agreement. You may not use on your web site any trademarks, service marks or copyrighted materials appearing on this Site, including but not limited to any logos or characters, without the express written consent of the owner of the mark or copyright. You may not frame or otherwise incorporate into another web site any of the Content or other materials on this Site without prior written consent of Aperture.

## User Content and Submissions

You are solely responsible for the photos, profiles, messages, notes, text, information, contact information for you or others or other content that you upload, publish, provide or display (hereinafter, "post") on or through the Service, or transmit to or share with other Users (collectively the "User Content"). You understand and agree that Aperture may, but is not obligated to, review and delete or remove (without notice) any User Content in its sole discretion, including without limitation, User Content that in our sole judgment violates these Terms of Use, might be offensive or illegal, or might violate the rights of, harm, or threaten the safety of, Users or others.



No submission sent to us will be considered or treated as confidential information. We do not pre-screen submissions and we will have no obligation to read any particular submission submitted or sent to us. By submitting or sending a submission to us, you: (i) represent and warrant that the submission is original to you, that no other party has any rights thereto, and that any moral rights in such submission have been waived, and (ii) by posting User Content to any part of the Service, you automatically grant, and you represent and warrant that you have the right to grant, to Aperture an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) and distribute such User Content for any purpose, to prepare derivative works of, or incorporate into other works, such User Content, and to grant and authorize sublicenses of the foregoing. You may remove your User Content from the Service at any time. If you choose to remove your User Content, the license granted above will not expire.

Some Users may be authorized to review personal information (including credit data) and property data posted by other Users on the Service. If you have such authorization to review personal information of other Users, you are not authorized to disclose or otherwise use such information for any purpose other than assessing the creditworthiness of other Users and potential loans.

You acknowledge and agree that we may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or governmental requests; (b) enforce these Terms of Use; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Aperture, its Users or the public. You understand that the technical processing and transmission of the Service, including your content, may involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices.

## Copyright Complaints

If you believe that any material on the Site infringes upon any copyright which you own or control, you may send a written notification of such infringement to our attention at [hello@aperture.re](mailto:hello@aperture.re):

To meet the notice restrictions under the Digital Millennium Copyright Act, the notification must be a written communication that includes the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;



4. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and;
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

## Third Party Content, Services and Links to Other Internet Sites

Our Service may contain links to other websites, merchandise, and services provided, owned or operated by third parties (“Third Party Services”); these links do not imply our endorsement or approval of Third Party Services or any related material. The Third Party Services are not under our control and we are not responsible for the availability, content, products, services, advertising, or other materials available on the Third Party Services. The privacy policies of Third Party Services may provide less security than our web sites so we strongly encourage you to read the third party's privacy policy before sharing any information with that third party. All matters concerning Third Party Services are solely between you and the third party. We make no warranties or representations whatsoever with regard to any Third Party Service and we are not responsible or liable to you for any damages, losses, or injuries of any kind arising out of your use of any Third Party Service.

## Consent to Electronic Transaction Disclosures

Because Aperture operates primarily on the Internet, you must consent to conduct business with us and receive disclosures electronically. You agree to receive electronically all documents, communications, notices, contracts, and agreements, including any IRS Form 1099, related to (i) any loans you may request or receive, (ii) your registration as a borrower or investor on our Site, (iii) any loans you may receive from us, (iv) your use of this Service, or (v) the servicing of your loan, (each, a "Disclosure"). The term “IRS Form 1099” refers to any Form 1099 or other Form, Schedule or information statement, including corrections of such documents, required to be provided pursuant to U.S. Internal Revenue Service rules and regulations and that may be provided electronically. The decision to do business with us electronically is yours. This document informs you of your rights concerning any Disclosures. Before you decide to do business electronically with us, you should consider whether you have the required hardware and software capabilities described below.



## Electronic Communications

Any Disclosures will be provided to you electronically through aperture.re either through the Service or via electronic mail to the email address you provided. If you require paper copies of such Disclosures, you may write to us at the mailing address provided below and a paper copy will be sent to you. If you do not consent to receive an IRS Form 1099 electronically, a paper copy of any IRS Form 1099 required to be delivered to you at no cost after the effective time of your failure to consent or revocation of consent will be sent to you. However, a fee may be charged for any additional or replacement copies of such IRS Form 1099. A request for a paper copy of any Disclosure will not be considered a withdrawal of your consent to receive Disclosures electronically. Any IRS 1099 Forms provided electronically will remain accessible through at least October 15 of the year in which such IRS Form 1099 is made available; after that time the IRS Form 1099 may no longer be accessible electronically. We may discontinue electronic provision of Disclosures at any time in our sole discretion.

## Scope of Consent

Your consent to receive Disclosures and transact business electronically, and our agreement to do so, applies to any transactions to which such Disclosures relate, whether between you (or your agents) and us. Your consent will remain in effect for so long as you are a User and, if you are no longer a User, will continue until such a time as all Disclosures relevant to transactions that occurred while you were a User have been made.

## Withdrawing Consent

You may withdraw your consent to receive Disclosures electronically by contacting us at the address below. However, once you have withdrawn your consent you will not be able to submit loan requests on our Service. If you have a pending loan request on our Service when you withdraw your consent to receive Disclosures electronically, we will terminate your request and remove it from our system. If you have already received a loan, purchased a property or sold a property, all previously agreed to terms and conditions will remain in effect, and we will send Disclosures to your verified address provided during registration. If you are an investor member on the Service and you withdraw your consent to receive Disclosures electronically, you may continue to contribute funds to requests on the Service.

## How to Contact Us Regarding Electronic Disclosures

You can contact us via email at [hello@aperture.re](mailto:hello@aperture.re) or by calling Member Support at 1 (310) 870-4070. You may also reach us in writing to us at the following address: Aperture Real Estate Ventures, 1730 E Holly Ave, Suite 115, Los Angeles, CA, 90245, Attention: Compliance.

You will keep us informed of any change in your email or mailing address so that you can continue to receive all Disclosures in a timely fashion. If your registered email address changes, you must notify us of the change by sending an email to [hello@aperture.re](mailto:hello@aperture.re) or



calling 1-310-870-4070. You also agree to update your registered residence address and telephone number on the Site if they change.

You will print a copy of these Terms of Use for your records and you agree and acknowledge that you can access, receive and retain all Disclosures electronically sent via email or posted on the Service.

## Special Notice for International Use; Export Controls

Software (defined above) available in connection with the Service and the transmission of applicable data, if any, is subject to United States export controls. No Software may be downloaded from the Service or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk. Recognizing the global nature of the Internet, you agree to comply with all local rules and laws regarding your use of the Service, including as it concerns online conduct and acceptable content.

## Cellular Phone Contact Policy

By providing us with a telephone number for a mobile device, including a number that you later convert to a mobile device number, you are expressly consenting to receiving communications—including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system—from us and our affiliates and agents at that number, about any product or services offered by Aperture. This express consent applies to each such telephone number that you provide to us now or in the future. Calls and messages may incur access fees from your mobile services provider. You understand that you need not provide this consent as a condition of obtaining goods or services from Aperture, and that you may decline to provide or revoke your consent at any time by emailing [hello@aperture.re](mailto:hello@aperture.re) or by any other method that reasonably ensures we receive your revocation.

## Monitoring and Recording Communications

By providing us with a telephone number for a mobile device, including a number that you later convert to a mobile device number, you are expressly consenting to receiving communications—including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system—from us and our affiliates and agents at that number, about any product or services offered by Aperture. This express consent applies to each such telephone number that you provide to us now or in the future. Calls and messages may incur access fees from your mobile services provider. You understand that you need not provide this consent as a condition of obtaining goods or services from Aperture, and that you may revoke your consent at any time.



## Promotions

From time to time, we may offer promotions or special opportunities (“Promotions”) on our Site. The Promotions may come in the form of incentives, such as, without limitation, credits or fee discounts. We may set or change the incentive types, amounts, terms, restrictions, and qualification requirements for any Promotion in our sole discretion and we reserve the right to cancel any active Promotion at any time. We also reserve the right to withhold or deduct credits or benefits obtained through a Promotion in the event that we determine or believe that the redemption of the promotion or receipt of the credit or benefit was in error, fraudulent, illegal, or in violation of the applicable promotion terms or this Terms of Use.

As part of a Promotion, we may offer you incentives to refer third parties, including, but not limited to, real estate agents, contractors, vendors property sellers and loan customers, to the Aperture community (a “Referral Program”). When you enter such a Referral Program or respond to such opportunity, we may require the submission of your name, e-mail address, postal address and other personally identifiable information. Any information collected by Aperture under a Referral Program shall be governed by Aperture’s Privacy Policy. We will use this personally identifiable information for purposes of managing the Promotion or opportunity, and may share this information with our affiliates and other service providers.

## Disclaimers

ALL CONTENT ON THIS WEB SITE IS PROVIDED 'AS IS' AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. OTHER THAN THOSE WARRANTIES WHICH, UNDER THE U.S. LAWS APPLICABLE TO THIS AGREEMENT, ARE IMPLIED BY LAW AND ARE INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION, APERTURE DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER APERTURE, ITS AFFILIATED OR RELATED ENTITIES, NOR THE PROVIDERS, NOR ANY PERSON INVOLVED IN THE CREATION, PRODUCTION, AND DISTRIBUTION OF THIS WEB SITE WARRANT THAT THE FUNCTIONS CONTAINED IN THIS WEB SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVER THAT MAKES THE CONTENT AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE CONTENT THAT YOU ACCESS ON THIS WEB SITE IS PROVIDED SOLELY FOR YOUR CONVENIENCE AND INFORMATION ONLY. APERTURE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THIS WEB SITE, OR AS TO THE RELIABILITY, ACCURACY OR CURRENCY OF ANY INFORMATION CONTENT, SERVICE AND/OR MERCHANDISE ACQUIRED PURSUANT TO YOUR USE OF THIS WEB SITE.

Aperture makes no representations, warranties or guarantees that use or results of the use of the Web Site (including all of its content) is or will be accurate, reliable, current, uninterrupted or without errors. Without prior notice, Aperture may modify, suspend, or discontinue any aspect or feature of this Web Site or your use of this Web Site. If Aperture elects to modify, suspend, or discontinue the Web Site, it will not be liable to you or any third party.



All agreements and forms contained within this Web Site are subject to the possibility of errors, omissions or withdrawal without notice. They are offered with the understanding that Aperture is not engaged in rendering legal, tax or other professional services and that any agreements or forms you complete should be reviewed by an attorney and/or a tax advisor before being used by you. If legal, tax or other expert assistance is required, including but not limited to the review of these agreements and forms, the services of a competent professional should be sought.

You acknowledge that your submission of any information to us is at your own risk. Aperture does not assume any liability to you with regard to any loss or liability relating to such information in any way.

Some of the content, products, and services available through the Web Site may include materials that belong to third parties. You acknowledge that Aperture assumes no responsibility for such content, products or services.

## **Limitation on Liability**

EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED AND EXCEPT AS PROVIDED ABOVE IN THE PARAGRAPH TITLED, "SECURITIES MATTERS", IN NO EVENT WILL APERTURE OR ITS DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE SITE OR THE SERVICE OR ANY OF THE SERVICE CONTENT OR OTHER MATERIALS ON OR ACCESSED THROUGH THE SITE, EVEN IF APERTURE IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN EXCEPT AS PROVIDED ABOVE IN THE PARAGRAPH TITLED, "SECURITIES MATTERS", TO THE EXTENT PERMITTED BY APPLICABLE LAW, APERTURE'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO APERTURE FOR THE SERVICE DURING THE TERM OF MEMBERSHIP. IN NO CASE, EXCEPT AS PROVIDED ABOVE IN THE PARAGRAPH TITLED, "SECURITIES MATTERS", WILL APERTURE'S LIABILITY TO YOU EXCEED \$1000. IN ADDITION TO THE SPECIFIC SECURITIES LAWS PROVISIONS DESCRIBED ABOVE IN THE PARAGRAPH TITLED, "SECURITIES MATTERS", CERTAIN FEDERAL AND STATE LAWS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES OR LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.



## Governing Law

By visiting or using the Site and/or the Service, you agree that the laws of the State of Delaware, without regard to any principles of conflict of laws, will govern these Terms of Use. You and Aperture agree to submit to the personal and exclusive jurisdiction and venue of the state and federal courts located within Los Angeles County, California.

## Arbitration, Waiver of Jury Trial and Class Action Rights

At our or your election, all disputes, claims, or controversies (“Claims”) arising out of or relating to the following shall be resolved by final and binding arbitration to be conducted before the American Arbitration Association (“AAA”), or its successor: (a) Claims arising out of or relating to any aspect of the relationship between you and us, including but not limited to your use of the Site or the Service, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; (b) Claims that arose before this or any prior agreement (including, but not limited to, claims relating to advertising); (c) Claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and (d) Claims that may arise after the termination of these Terms of Use.

Unless otherwise agreed by the parties, arbitration will be held in Los Angeles, California before a single arbitrator mutually agreed upon by the parties, or if the parties cannot mutually agree, a single arbitrator appointed by AAA, and will be conducted in accordance with the current rules and regulations promulgated by AAA unless specifically modified in the Terms of Service. The arbitration must commence within forty-five (45) days of the date on which a written demand for arbitration is filed by either party. The arbitrator’s reasoned decision and award will be made and delivered within sixty (60) days of the conclusion of the arbitration and within six (6) months of the selection of the arbitrator. The arbitrator will not have the power to award damages in excess of the limitation on actual compensatory, direct damages set forth in these Terms of Use and may not multiply actual damages or award punitive damages or any other damages that are specifically excluded under these Terms of Use, and each party hereby irrevocably waives any claim to such damages. The arbitrator may, in his or her discretion, assess costs and expenses (including the reasonable legal fees and expenses of the prevailing party) against any party to a proceeding. Any party refusing to comply with an order of the arbitrators will be liable for costs and expenses, including attorneys’ fees, incurred by the other party in enforcing the award. Notwithstanding the foregoing, in the case of temporary or preliminary injunctive relief, any party may proceed in court without prior arbitration for the purpose of avoiding immediate and irreparable harm. The provisions of this arbitration section will be enforceable in any court of competent jurisdiction. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

YOU AND APERTURE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Aperture



agree otherwise in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

In addition, you agree that, by entering into these Terms of Use, you and Aperture are each waiving the right to a trial by jury or to participate in a class action. These Terms of Use evidence a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of these Terms of Use.

Notwithstanding the provisions of the introductory section above, if we change this 'Arbitration' section after the date you first accepted these Terms of Use (or accepted any subsequent changes to these Terms of Use), you may reject any such change by sending us written notice within 30 days of the date such change became effective, as indicated in the "Date of Last Revision" date above or in the date of our email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any dispute between you and us in accordance with the provisions of this section as of the date you first accepted these Terms of Use (or accepted any subsequent changes to these Terms of Use).

## Indemnity

You agree to release, indemnify and hold Aperture, its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with your User Content, any Third Party Services or related content you post or share on or through the Service, your use of the Service, your conduct in connection with the Service or with other Users of the Service, or any violation of these Terms of Use or of any law or the rights of any third party.

## Submissions

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Service ("Submissions"), provided by you to us are non-confidential and shall become the sole property of Aperture, and you hereby make all assignments necessary to accomplish such ownership. Aperture shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.



## Not an Appraisal

The Aperture offer is not an appraisal, and does not necessarily represent the “market value” of your property. The Aperture offer is the purchase price Aperture is willing to pay for your property. The Aperture offer is calculated by Aperture using a proprietary formula, based on information you have submitted to Aperture, and publicly-available information regarding such property.

## Other

These Terms of Use constitute the entire agreement between you and Aperture and govern your use of the Service, superseding any prior agreements between you and Aperture with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use affiliate or third-party services, third-party content or third-party software. The failure of Aperture to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision in that or any other instance. If any provision of these Terms of Use is held invalid, the remainder of these Terms of Use shall continue in full force and effect. If any provision of these Terms of Use shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign these Terms of Use without the prior written consent of Aperture, but we may assign or transfer these Terms of Use, in whole or in part, without restriction. The section titles in these Terms of Use are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. The Service may also provide notices to you of changes to these Terms of Use or other matters by displaying notices or links to notices generally on the Service.

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