



Terms of Use

This Agreement (the “Agreement” or “Terms of Use”) describes the practices of LIVEbe Communities, LLC, and their parent, subsidiary and affiliated companies (“LIVEbe,” “we,” or “us”), in connection with LIVEbe websites, websites including, but not limited to, LIVEbe.com, GlenOaksApts.com, GlenOaksApartments.com, TheBowenApts.com, 2HopkinsApts.com, TheCurrentatWatershed.com, TheRemyApts.com, and associated pages that link to these Terms of Use (collectively, the “Sites”). Please read this Agreement carefully before accessing or using the Sites. By accessing the Sites, you agree to be bound by this Agreement, which we may modify from time to time. LIVEbe provides the information and services on the Sites to you, but only on the condition that you accept without modification of terms, conditions and notices contained in these Terms of Use and our Privacy Policy, or elsewhere on the Sites, all of which are incorporated into and made part of these Terms of Use. Your use of the Sites constitutes your agreement to all such terms, conditions and notices. The information and services offered on or through the Sites are provided with the understanding that neither LIVEbe nor its users are engaged in rendering legal or other professional services or advice. LIVEbe may make improvements and/or changes in the Sites at any time without notice.

The Sites are not intended for reporting or communicating emergencies or other dangerous situations. In an emergency, call 911 immediately.

ARBITRATION NOTICE: EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE “ARBITRATION PROVISION AND CLASS ACTION WAIVER” SECTION BELOW, AND UNLESS YOU OPT-OUT AS SET FORTH IN THAT SAME SECTION, YOU AGREE THAT DISPUTES BETWEEN YOU AND LIVEBE OR OTHER PARTIES DESCRIBED HEREIN WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AT THE ELECTION OF EITHER PARTY, AND YOU WAIVE YOUR RIGHT TO A JURY TRIAL AND YOUR RIGHT TO BRING OR RESOLVE ANY DISPUTE AS OR TO PARTICIPATE IN A CLASS, PRIVATE ATTORNEY GENERAL, REPRESENTATIVE, OR COLLECTIVE ACTION IN COURT OR IN ARBITRATION.

Agreement to Deal Electronically; Electronic Communications and Notices.

All of your transactions with or through the Sites may, at our option, be conducted electronically from start to finish. If we decide to proceed non-electronically, those services will still be governed by the remainder of these Terms of Use unless you enter into different terms on a form provided

by us. If the law allows you to withdraw this consent or if we are ever required to deal with you non-electronically, we reserve the right to charge or increase fees and you agree to print or make an electronic copy of the Terms of Use and any other contract or disclosure that we are required to provide to you.

You understand that by clicking the box titled "I have read and accept the Terms of Use", "Create Account", "Submit", or any similar derivation thereof, you are agreeing to conduct an electronic transaction and to use and receive notices, communications, disclosures, and records through electronic means. You agree to enter the requested information electronically via the Internet, and to be notified regarding any transaction electronically through the email address you have provided. You understand that electronically signed documents have the same legal effect as hard copies with ink signatures. You understand that you may refuse to conduct other electronic transactions in the future. Your transaction, if applicable, is subject to your acceptance of these Terms, which are agreed upon when you proceed with your transaction.

You further agree as follows:

- By making your payment and providing the information needed to process your checking, savings account, or credit card account, you acknowledge that you have read and understand these Terms of Use and the provisions contained herein.
- Except as otherwise provided in these Terms of Use, we will give you any notices regarding the Sites by posting them on the Sites. You also authorize our third party provider, Entrata, to send notices (including notice of subpoenas or other legal process, if any) via electronic mail. You must check the Sites for notices, and you will be considered to have received a notice when it is posted on the Sites, or when sent by us via electronic mail, whether or not received by you. You must keep your email address current and any notice sent by us to an email address that you have provided to us will be considered effective notice.

On occasion, we may call or text you to respond to your inquiry, provide you application updates, provide reminders about your account, provide maintenance and other property updates, and other important information. For more information, see Communication Terms below.

You agree that we may use our Sites to communicate with you at any telephone numbers or email addresses you provide to us or through your account. Such communications may include reminders and notices about your rent payments, balances, and other obligations. While some communications are automatically generated by a virtual assistant, we may also communicate with you directly through channels that the Sites provide.

We use artificial intelligence and machine learning to deliver some of our Sites or functionality therein. When you interact with the Sites, you may be engaging with virtual assistants or other services powered by artificial intelligence or machine learning algorithms. When you engage

with virtual assistants, you acknowledge that you are doing so at your own discretion and risk and you should not rely on such information. We do not warrant or guarantee that any information provided using such technology is accurate, complete, reliable, current, or error-free and is not binding on LIVEbe.

Payments

If payment is made by ACH, including eCheck, you understand that if such payment is returned from the bank for any reason, you may be charged additional returned item fees (i.e., non-sufficient funds or "NSF") by us, which will be added to the original amount and auto-debited from your bank account at least ten days after the initial payment fails. In the event that subsequent fee collection auto-debits also fail, you may continue to incur fees related to such attempts. You assume all responsibility for all such fees. Returned item fees vary; please contact us for the amount. Additional fees may also be assessed by your bank. Your copy of the application will serve as a receipt for the application fee collected.

Convenience fees are charged by our third-party payment provider, Entrada, and not by us. Convenience fees are not surcharges and are non-refundable. Entrada is a third-party vendor, who is not the seller, lessor, or management company. Such convenience fees are not being charged based on any method of payment. Any payment methods initiated through the online platform may be charged a convenience fee including credit card, debit card, electronic checks, Cash App, and cash payments. These fees are being charged by Entrada or a third-party payment provider for providing the convenience of an online payment channel. You agree that convenience fees may also apply to amounts refunded directly to your payment card, such as security deposit refunds.

If you are applying for a lease, no guarantees are made to you that a property rental is or will be made available. You understand that you will acquire no rights in or to a property rental until you accept and sign a rental agreement and pay all applicable application fees and security deposits.

You authorize LIVEbe to obtain such credit reports, criminal histories, character reports, verification of rental and employment history as it deems necessary to verify all information in your application. You further understand that false, fraudulent, misleading or incomplete information may be grounds for denial of tenancy or subsequent eviction.

You hereby authorize Entrata or our third party payment processor, on our behalf, to initiate transaction entries, including any convenience fees noted herein, to your payment account number (including checking and savings accounts) and/or charges to your credit card. This billing will occur at the time of payment of each transaction.

You hereby acknowledge that we, any third-party payment provider, and/or Entrada may apply a convenience fee with each transaction initiated through our third party payment gateway. We or any third-party payment provider may amend this convenience fee at any time with or without notice. All convenience fees will be displayed on the payment screen prior to finalizing your transaction.

We and Entrada make reasonable efforts to comply with all payment processing rules and regulations. If you believe you have been charged a convenience fee in error, please contact us.

We advise you that your credit card, bank account, or other payment account billing statement will show a charge item that displays the name of the merchant account of the payee. If you are unsure of that name, you agree to contact payee before processing this transaction so as to be sure to recognize the transaction when it appears on your monthly statement.

We reserve the right to cancel your transaction processing account at any time for any reason. Your payee may also decline/refuse any and all payments at any time and for any reason at which time we will return the payment amount entered into the payment gateway, minus convenience fees paid, in an appropriate and reasonable time frame.

We reserve the right to refuse processing service to you at any time for any reason. You also maintain the ability to discontinue use of the payment gateway at any time for any reason. Active recurring payments must be deleted before use of service is discontinued. It is your responsibility to terminate any and all recurring payments on your account before relocating or moving - otherwise charges will continue to be assessed to your billing account during the period designated for recurring payments to take place. You agree to defend, indemnify and hold harmless LIVEbe, Entrata, our payment processor and their affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns for any recurring payments that are charged because you failed to cancel your recurring payment. You can cancel your service by contacting us. We, in our sole discretion, may cancel this service without notice.

If you believe a transaction was made improperly, we in our sole discretion may void, issue a credit, or rescind any transaction made through the payment gateway prior to remittance of such payment to your payee. Payment disputes arising after payment has been settled to your payee are between you and payee alone. We may act as an intermediary if such actions can reasonably and efficiently handle said problem.

Both you and payee mutually reserve the right to cancel, reverse, or halt any and all checking or savings account, other payment account, or credit card transactions that have been cleared through the payment gateway.

Entrata and the third party payment processor will comply with all applicable Payment Card Industry Data Security Standards (PCI-DSS). For purposes of PCI-DSS compliance, we are responsible for all cardholder data it possesses, stores, processes, or transmits on your behalf. Such cardholder data includes account numbers, card expiration dates, and CVV2 data. Unless otherwise noted, all personally identifiable information is used solely for the normal business purpose of offering and rendering services.

Entrata and the payment processor act as our authorized agent in collecting payment owed by you to us.

By signing up for recurring payments, you authorize us to charge the designated payment method on the selected date, and re-attempt payment for five business days thereafter if prior attempts are unsuccessful. Additionally, you consent to our storage of your card or bank information to facilitate future recurring payments.

You may not use the payment gateway for any illegal purpose or in any manner inconsistent with the terms and conditions set forth in these Terms of Use. You agree that the payment functionality shall only be used for lawful purposes. Any transaction or transmission which violates federal, state, or local laws is expressly prohibited.

When you provide a check as payment, you authorize us to use information from your check to make a one-time electronic fund transfer from your account. In certain circumstances, such as for technical or processing reasons, we may process your payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

Site Security

All instructions transmitted by or received from anyone presenting your password on the Sites are binding to you. You agree that you are solely responsible for all transactions or acts that are validated through use of your password, whether or not made with your knowledge or authority, including lease renewals, extensions, payments or other transactions through the Sites. You agree not to let others use your account. You agree not to disclose your password to anyone and to guard your password carefully, with the full awareness that a failure to keep it secure will enable others to engage in transactions through the Sites for which you will be legally responsible. If you ever suspect that someone may have obtained access to your password who is not intended to have authority to act on your behalf, please contact LIVEbe immediately. You can authorize LIVEbe to refuse to accept any further transactions initiated under that password on your behalf and LIVEbe will use commercially reasonable efforts to block such transactions.

Proprietary Rights

All materials on the Sites are protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and U.S. and international laws, and owned or licensed by LIVEbe. You may print or download one copy of written materials from the Sites for your personal noncommercial use only. No other use, reproduction, modification, display, distribution, sale, license, or transmission of or creation of derivative works based on any of the materials at the Sites is permitted without our express written permission.

User Contributed Material

You may not upload, post, transmit, or distribute any material to or through our Sites that (a) is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, or otherwise objectionable; (b) infringes on any patent, trademark, trade secret, copyright, right of publicity, or other intellectual property or proprietary right of any party; (c) constitutes unauthorized or unsolicited advertising, excessive messaging or transmission threatening server capacity, junk or bulk e-mail, a chain letter, any other form of unauthorized solicitation, or any form of lottery or gambling; (d) constitutes or encourages conduct that could constitute a criminal offense, cause civil liability, or otherwise violate any local, state, national, or international law or regulation; (e) contains a virus or any other code or program designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of ours or any third party; or (f) that impersonates any person or entity or misrepresents any affiliation with any person or entity.

By submitting any material to the Sites, such as a posting, classified ad, or any other material, you grant us the royalty-free, perpetual, and irrevocable right and license to use, reproduce, display, perform, adapt, modify, and distribute that material worldwide in any form, media, or method now known or hereafter devised, for any purpose. You also understand and acknowledge that such submissions are accessible to all visitors to the Sites.

Although we do not monitor or edit the material posted by users that may be available on the Sites, we reserve the right to remove any material that we determine does not comply with the Terms or that we consider to be harmful, objectionable, or inaccurate; however, we are not responsible for any failure or delay to remove such material.

No Unlawful or Prohibited Use

As a condition of your use of the Sites, you warrant to LIVEbe that you will not use the Sites for any purpose that is unlawful or prohibited by the terms of the Agreement. If you violate any of these terms, your permission to use the Sites automatically terminates, but the provisions of this Agreement concerning proprietary rights, warranty and liability disclaimer, indemnification, choice of law and form, time to bring actions, international use, severability and integration survive.

Links and Linking

The Sites may contain hyperlinks to websites operated by parties other than LIVEbe. Therefore, clicking on a button or other form of link in the Sites may bring you to a site owned and operated by a party other than LIVEbe. Such hyperlinks are provided for your reference only. LIVEbe does not own or control such websites, and is not responsible for their contents. Inclusion of hyperlinks by LIVEbe to such websites does not imply an endorsement of the material on such websites or any association with their operators, and you access and use such sites, including information, material, products and services therein, solely at your own risk. Furthermore,

because the LIVEbe Privacy Policy is applicable only when you are on our Sites, once linked to another website, you should read that site's privacy policy before disclosing any Personal Information.

We reserve the right to require consent from our webmaster to allow a hypertext link to the Sites from any other website. We reserve the right to revoke our consent to any link at any time in our sole discretion.

Communications

By registering your mobile device or providing us with your mobile phone number, you agree to receive calls and SMS-based communications, including marketing messages, to the mobile number associated with your registered mobile device. These messages may be sent using an auto-dialer. Consent is not a condition of purchase. To opt-out of receiving these SMS-based communications, follow the instructions in the body of the SMS message. In the event you elect to opt-out of such SMS-based communications, you may receive an additional message from the Service confirming your election. LIVEbe does not warrant that the text messaging service will be uninterrupted or error free. By providing us with your email address, you agree to receive emails from time to time concerning products and services we offer. You have the right to opt out of further such communications at any time using the instructions provided in the email.

Warranty & Liability Disclaimer

You use the Sites at your own risk. LIVEbe assumes no responsibility for any consequence relating directly or indirectly to any action you take or inaction on your part based on the information, services or other material on the Sites or which you may access through the Sites. All content and information on the Sites is for informational purposes only and may not be current, accurate or complete. You should verify all content and information with an onsite ambassador. THE SITES ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. WHILE LIVEbe STRIVES TO KEEP THE INFORMATION ON THE SITES ACCURATE, COMPLETE AND UP- TO-DATE, LIVEbe CANNOT GUARANTEE SUCH INFORMATION. THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES PUBLISHED ON THE SITES MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. LIVEbe WILL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS RELATED TO, THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE INFORMATION. IN NO EVENT SHALL LIVEbe BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SITES OR WITH THE DELAY OR INABILITY TO USE THE SITES, OR FOR ANY INFORMATION, PRODUCTS, OR SERVICES OBTAINED THROUGH THE SITES, OR OTHERWISE ARISING OUT OF THE USE OF THE SITES, WHETHER BASED ON CONTRACT, STRICT LIABILITY OR OTHERWISE. WITHOUT LIMITING THE FOREGOING, TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE AGGREGATE LIABILITY

TO YOU ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE SITES EXCEED \$100.00. BECAUSE SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES THESE EXCLUSIONS MAY NOT APPLY TO YOU, AND OUR LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

Indemnification

You agree to indemnify, defend and hold harmless LIVEbe from any liability, loss, claim and expense (including attorneys' reasonable fees, whether incurred in an action between us and you, or in any third party action) related to your use or misuse of the Sites, or violation of this Agreement.

International Use

We do not represent that the Sites are appropriate or available for access from or use in countries outside the U.S. If you choose to access or use the Sites from outside the U.S., you are responsible for compliance with foreign and local laws.

Termination

We may terminate this Agreement and your right to use the Sites with or without cause at any time, effective immediately. You may terminate your use of the Sites at any time by ceasing to use the Sites and destroying all copies of any materials obtained from the Sites then in your possession or under your control.

Equal Housing Opportunity

We are pledged to the letter and spirit of United States policy for the achievement of equal housing opportunity throughout the nation. We encourage and support an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, color, religion, sex, handicap, familial status, or national origin.

Material on this server may be subject to the United States Federal Fair Housing Act of 1968, as amended, which makes it illegal to advertise "any preference, limitation or discrimination based on race, color, religion, sex, handicap, family status or national origin or an intention to make any such preference, limitation, or discrimination."

The laws and regulations of other jurisdictions may add prohibitions against discrimination based on age, parental status, sexual orientation, political ideology, financial status, and the like. Therefore, please contact your local government for additional information.

All dwellings within the United States advertised by LIVEbe are available on an equal opportunity basis.

ARBITRATION PROVISION AND CLASS ACTION WAIVER

THIS ARBITRATION PROVISION AFFECTS YOUR RIGHTS; PLEASE READ CAREFULLY BEFORE AGREEING TO THESE TERMS OF USE.

Agreement to Arbitrate. Except as otherwise explicitly provided in this Arbitration Provision, LIVEbe, together with its parent companies, wholly or majority-owned subsidiaries, affiliates, commonly-owned companies, successors, assigns, and any of these entities' employees, officers, directors, and agents and their successors, assigns, affiliates, and service providers (collectively, the "**Transaction Parties**") and you can elect to resolve any past, present, or future dispute or claim ("**Dispute**") arising from or relating in any way to (i) the use of the Sites, (ii) these Terms of Use, or (iii) the relationship between you and any Transaction Party in connection with any of the foregoing that cannot be resolved directly between you and a Transaction Party, by binding arbitration under the Consumer Arbitration Rules ("**the Consumer Rules**") of the American Arbitration Association ("**AAA**"), rather than in court. (Solely for purposes of this Arbitration Provision, the term Transaction Parties also includes any third party providing any goods and/or services in connection with the use of the Sites or any of the foregoing on behalf of a Transaction Party, if that third party is named as a defendant along with a Transaction Party in the same proceeding or a related proceeding.)

"Dispute" Defined. Except as otherwise explicitly provided in this Arbitration Provision, "**Dispute**" broadly includes, without limitation: any claims based in contract, statute, constitution, ordinance, tort, fraud, consumer rights, misrepresentation, equity, or any other legal theory; initial claims, counterclaims, cross-claims, and third-party claims; federal, state, and local claims; and claims which arose before the date of your use of the Sites, including, but not limited to, any dispute or claim arising before the date you accessed the Sites or agreed to these Terms of Use and any dispute or claim relating to (by way of example and not limitation): (i) the use, denial, or termination of the Sites and/or the events leading up thereto; (ii) any disclosure, advertisement, application, solicitation, promotion, or oral or written statement, warranty, or representation made by or on behalf of a Transaction Party; (iii) any product or service provided by or through a Transaction Party or third parties in connection with the use of the Sites or the relationship between you and a Transaction Party and any associated fees; (iv) a Transaction Party's use or failure to protect any personal information you give a Transaction Party in connection with the use of the Sites or your relationship with the Transaction Party; (v) enforcement of any and all of the obligations a party may have to another party in connection with the use of the Sites or agreement governing the same; or (viii) compliance with applicable laws and/or regulations.

Exceptions to "Dispute." Notwithstanding any of the foregoing: (i) disputes or controversies about the validity, enforceability, coverage, or scope of this Arbitration Provision or any part thereof are for a court and not an arbitrator to decide; however, disputes or controversies about these Terms of Use or your agreements governing the use of the Sites or with Transaction Parties as a whole are for an arbitrator and not a court to decide; (ii) any Disputes seeking to enforce or protect, or concerning the validity of intellectual property rights, will not be subject to binding arbitration under this Arbitration Provision; and (iii) any party may proceed with their individual claims in small claims court (or an equivalent court) if that option is available in the applicable jurisdiction and the amount in controversy falls within the small claims court's (or the equivalent

court's) jurisdictional limits; but if that action is transferred, removed, or appealed to a different court, arbitration can be elected. Moreover, this Arbitration Provision will not apply to any Dispute that was already pending in court before this Arbitration Provision took effect.

Governing Law. The Federal Arbitration Act (“**FAA**”), 9 U.S.C. 1 *et seq.*, and federal arbitration law apply to this Arbitration Provision. There is no judge or jury in arbitration and court review of an arbitration award is limited, but an arbitrator can award an individual the same damages and relief as a court in an individual case and must apply and follow applicable substantive law, consistent with the FAA, and the terms of these Terms of Use and any agreement governing the use of the Sites. The arbitrator shall apply applicable statutes of limitations and honor privilege rules. Any judgment on the award rendered by the arbitrator will be final, subject to any appeal rights under the FAA, and may be entered in any court of competent jurisdiction. No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this Arbitration Provision.

JURY TRIAL WAIVER. YOU UNDERSTAND THAT ABSENT YOUR CONSENT TO ARBITRATION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A TRIAL BY JURY.

Arbitration Procedures. Either you or a Transaction Party can initiate arbitration through the AAA or by filing a motion to compel arbitration of claims filed in court. Regardless of who elected arbitration or how arbitration was elected, the party asserting the claim (i.e., the party seeking money damages or other relief from a court or an arbitrator) is responsible for starting the arbitration proceeding. If the AAA cannot serve and we cannot agree on a substitute, a court with jurisdiction shall select the arbitrator, who will apply the AAA rules and the procedures specified in this Arbitration Provision. Any arbitrator must be a practicing attorney with ten or more years of experience practicing law or a retired judge. Any arbitration will be governed by the then-current Consumer Rules, and its Procedures for the Resolution of Disputes through Document Submission (“**Document Submission Procedures**”). For more information about the AAA and its rules, you may contact the AAA at American Arbitration Association, 120 Broadway, Floor 21, New York, N.Y. 10271, 1-800-778-7879, www.adr.org. The Document Submission Procedures are included in the Consumer Rules. The parties shall pay filing, administrative and arbitrator fees in accordance with the Consumer Rules. If you cannot afford to pay your share of the fees and cannot obtain a waiver from the AAA, you can make a written good faith request for a Transaction Party to pay or advance such fees. Each party will bear the expense of its own attorneys, experts and witnesses, regardless of which party prevails, unless applicable law, these Terms of Use or an applicable agreement gives a party the right to recover such expenses from the other party. If the arbitrator determines that any party's claim or defense is frivolous or wrongfully intended to oppress or harass the other party, the arbitrator may award sanctions in the form of fees and expenses reasonably incurred by the other party if such sanctions could be imposed under Rule 11 of the Federal Rules of Civil Procedure. The arbitration will be conducted by a single arbitrator solely based on written submissions and will not require any personal appearance by the parties or witnesses unless the arbitrator determines that a telephonic or in-person conference or hearing is necessary based on the request of one or more of the parties. If an in-person hearing is necessary, it will be held in the federal judicial district in which you reside or at another location that is reasonably convenient to all parties.

CLASS ACTION WAIVER. You and the Transaction Parties each agree that if arbitration of a Dispute is elected, the Dispute will be resolved in arbitration (not in court) only on an individual

basis and not as a class, collective or other representative action. To the fullest extent permitted under the FAA: (a) no arbitration will be joined or consolidated with any other unless all parties otherwise agree in writing; (b) there is no right or authority for any Dispute to be arbitrated on a class-action, collective action or private attorney general basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. No arbitrator shall have the authority to issue any relief that applies to any person or entity other than Transaction Parties and/or you individually.

Miscellaneous; Conflicts. Even if all parties have opted to litigate a Dispute in court, a party may elect arbitration with respect to any claim made by a new party or any claim later asserted by a party in that or any related or unrelated lawsuit (including a claim initially asserted on an individual basis but modified to be asserted on a class, representative, or multi-party basis). Nothing in that litigation shall constitute a waiver of any rights under this Arbitration Provision. If any portion of this Arbitration Provision is inconsistent with the Consumer Rules, with these Terms of Use, or your agreements governing the use of the Sites, or with an arbitration provision in any agreement with a Transaction Party, this Arbitration Provision shall govern.

Survival; Severance. This Arbitration Provision shall survive termination of the Sites or these Terms of Use or of any agreement into which you enter with a Transaction Party; and, further, you understand and agree that this Arbitration Provision applies not only to these Terms of Use but also to any subsequent agreement (including without limitation any agreement governing the use of Sites) into which you enter with a Transaction Party. If any portion of this Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Arbitration Provision, except that: (a) if the Class Action Waiver is limited, voided or found unenforceable with respect to a Dispute that does not seek public injunctive relief and that determination becomes final after all appeals have been exhausted, then this Arbitration Provision (except for this sentence) shall be null and void with respect to such proceeding. The parties acknowledge and agree that under no circumstances will a class action be arbitrated; and (b) if a claim is brought seeking public injunctive relief and a court determines that the restrictions in the Class Action Waiver or elsewhere in this Arbitration Provision prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such claim and that determination becomes final after all appeals have been exhausted, the claim for public injunctive relief will be determined in court and any individual claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a claim for public injunctive relief be arbitrated.

RIGHT TO OPT OUT: If you do not want this Arbitration Provision to apply, you must send us a signed notice within thirty (30) calendar days of the date on which you electronically submit an application for a product or service offered by a Transaction Party through the Sites. You must send the notice in writing (and not electronically) to LIVEbe Communities, 5410 Edson Lane Suite 220, Rockville, MD 20852. You must provide your name, address, telephone number, and state that you “opt out” of the Arbitration Provision. Opting out will not affect the other provisions of these Terms of Use or any other agreement governing the Sites or with a Transaction Party. If you do not opt out, you will be bound by this Arbitration Provision in these Terms of Use and any other agreement governing the Sites or with a Transaction Party. Please note that if you enter an agreement with a Transaction Party that contains a different arbitration provision with a right to opt out, opting out of this Arbitration Provision is not a rejection of the arbitration

provision in the other agreement. You will need to separately opt out of the arbitration provision in the other agreement if you do not want it to apply.

CHANGES

You are responsible for reviewing these Terms regularly. LIVEbe reserves the right, at any time, without notice to you, and in its sole discretion, to modify or discontinue the Sites, these Terms, or any of our policies related to use of the Sites. We will not amend the Arbitration Provision or Class Action Waiver, described below, in a manner that adversely affects your rights or responsibilities in a material manner unless we give you a right to reject the amendment and/or the Arbitration Provision and Class Action Waiver in its entirety. Revisions to these Terms or our policies may be provided through the Sites, including by posting the revisions on the Sites and updating the “Last Updated” date. Such revisions will go into immediate effect once posted to the Sites. Continued use of the Sites following such modifications to the Sites, these Terms, additional terms and conditions for any service, or our other policies will constitute your acceptance of such modifications and revisions.

MISCELLANEOUS

These Terms of Use and the Privacy Policy constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all previous written or oral agreements between the parties with respect to such subject matter. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used in these Terms of Use shall not be given any legal import.

These Terms of Use shall be governed by and construed in accordance with the laws of the State of Maryland (without regard to provisions relating to conflicts of law), except as to copyright and trademark matters, which are covered by American federal laws, and except as set forth in the Arbitration Section of these Terms. Except as set forth in the Arbitration Section of these Terms, you agree that any legal action or proceeding between LIVEbe and you for any purpose concerning these Terms or the parties’ obligations hereunder shall be resolved individually, without resort to any form of class action, exclusively in the United States District Courts for Maryland, or, if there is not subject matter jurisdiction, in the courts of the State of Maryland, and you agree to submit to the jurisdiction of these courts. You waive any venue, personal jurisdiction, and inconvenient forum objections or defenses to such courts.

These Terms of Use are not assignable, transferable, or sublicensable by you except with LIVEbe’s prior written consent.

LIVEbe may assign its rights and duties under these Terms of Use at any time without notice to you.

CONTACT INFORMATION

If you need to contact us regarding the Sites or these Terms of Use, please reach out to us:

Email: info@LIVEbe.com

Phone: (240) 621-3200

Mail:

LIVEbe Communities
5410 Edson Lane Suite 220
Rockville, MD 20852