



## ZRENT TERMS AND CONDITIONS

These Terms and Conditions of Use for ZRent (this “Agreement”) are entered into by and between you (herein after, “you”) and ZSuite Technologies, Inc., as operator of the ZRent system (“ZRent”), (hereinafter “ZRent,” “us,” “our” or “we,”). This Agreement governs the terms of our online payment system, known as ZRent. Your enrollment in the ZRent program authorizes us to initiate automated clearing house or other electronic debits in your name from the financial account you specify in the amount you request for the purpose of collecting either (a) certain monthly Rent payments to the owner or manager of certain real property (“Landlord”) which you have rented or (b) certain monthly Condo Fee payments due from you to your Condominium Association (“Property Manager”) as agent of said Landlord or Property Manager. For purposes of this Agreement, Landlords and Property Managers together may be referred to as “Payees.” Your agreement to the terms and conditions of this Agreement is a condition upon your use of the ZRent program, and your enrollment in the ZRent program by completing the online application process shall be evidence of your assent to all obligations and responsibilities set forth in this Agreement.

### Definitions

- *Account*: The deposit account identified by you for the payment of your monthly rent in your ZRent application.
- *ACH*: Automated Clearing House.
- *Business Day*: Monday through Friday, excluding federal banking holidays.
- *Condo Fee*: The dues or fees for owed by you to the Condominium Association in the amount specified by you in your application to be deducted from your Account on a monthly basis.
- *Condominium Association*: The association, trust or other organization that is responsible for collecting fees or dues associated with your ownership or rental of the Unit.
- *Payment*: Condo Fee or Rent, as applicable.
- *Payment Date*: The day of the month entered by you into in your ZRent application for the scheduling of payment of your Rent or, if the Payment Date is not on a Business Day, the Business Day after the day of the month entered by you.
- *Rent*: The amount of rent specified by you in your ZRent application to be deducted from your Account on a monthly basis.
- *Unit*: The condominium unit owned or rented by you for which you owe a Condo Fee.

### Authorization

By completing your enrollment in the ZRent program, you hereby agree as follows:

- You request and authorize us to initiate recurring ACH or other electronic debits in your name from your Account in the amount of the Payment. Such recurring deductions shall occur on a monthly basis on the Payment Date upon your election.
- ZRent’s collection of the Payments on behalf of the Payees pursuant to your agreement to use the ZRent platform will be treated as if such Payment is made directly to the appropriate Payee. So long as a Payment is not returned for any reason, then your Payment shall be treated as satisfied when collected by ZRent, notwithstanding the date on which such Payment is forwarded to the Payee. In the event any Payment is returned, then the “Returned Payments” section of these Terms and Conditions shall govern such attempted Payment, and shall not be treated as made by you to the Payee.
- You represent that you have means to print a copy of your authorization of us for these recurring payments for your records. If you do not have a printer, you agree to continue to authorize the recurring withdrawals on a transaction-by-transaction basis until you have means of printing a copy of your authorization for your records.
- If you choose a Payment Date that after the due date for your Payment as selected by your Payee or if you fail to choose a Payment Date, we will initiate the electronic debit of your Payment selected by your Payee as the due date for such Payment or, if that date is not a Business Day, the Business Day immediately after that date.
- We may share certain information you provide to us to our authorized third-party vendors as may be necessary to verify your identity and authorize your use of the ZRent platform, to process the recurring credits of Payments, or otherwise as necessary to facilitate the transaction contemplated by this Agreement. In addition, any specific credits or debits initiated pursuant to this Agreement may be initiated by ZRent directly or by an authorized third party vendor on behalf of ZRent.
- You hereby authorize us to forward the Payment collected from your Account to your Payee for the purpose of payment of your monthly rent due under the terms of your lease with the Landlord or for the purpose of payment of your monthly Condo Fee due to the Condominium Association, as appropriate.

### Returned Payments

By authorizing us to withdraw the Payment from your Account on a monthly basis, you hereby agree that you shall always have sufficient money available in your Account to fully satisfy the payment on the business day before each Payment Date. If your Account does not have sufficient available funds to fully pay the Payment on the Payment Date, we may try to debit your Account for the Payment at any time. If we cannot complete the electronic debit of the Payment from your Account, you are responsible for making your Payment directly to your Payee. Your obligations to your Payee as to your rental or ownership of real property underlying the Payment are independent of this agreement,

and you further acknowledge that we are not an involved party and we make no representations or warranties as to the contents of any written documenting outlining such obligations. Further, if we cannot complete a scheduled electronic debit from your Account pursuant to this Agreement due to insufficient funds in your Account or for any other reason caused by you or the institution holding your Account, we can terminate your participation in the ZRent program at our sole discretion.

**Fees**

There is no monthly or annual fee for you to participate in the ZRent program. However, for each failed attempt to withdraw a Payment, where such failure is caused by insufficient funds in your Account or for any other reason caused by you or the institution holding your Account, you agree to allow us to charge you a fee of twenty (\$20.00) dollars. You further authorize and agree us to initiate a one-time ACH or other electronic debit of your Account for each fee assessed.

**Termination and Amendment**

You may terminate this service at any time by cancelling your participation through the ZRent online portal. IN ORDER TO CANCEL A SPECIFIC PAYMENT BY THE PAYMENT DATE, YOU MUST SUBMIT YOUR REQUEST TO TERMINATE YOUR PARTICIPATION IN ZRENT NO FEWER THAN THREE (3) BUSINESS DAYS PRIOR TO THAT PAYMENT DATE. Failure to submit your termination request in that time may result in debit of the Payment from your Account on the Payment Date. If you cannot access the ZRent online portal, you may send a written request by first class mail or overnight delivery to the address set forth in "Contact Information" below. Termination by either party will not affect your obligations under this Agreement, even if we allow a transaction to be completed after the termination of this Agreement. We may restrict and/or cancel, without prior notice, your ability to use the ZRent program for any reason deemed necessary at our sole discretion.

We may change any term of this Agreement at any time; provided, however, that we must notify you in writing of any such change if it would materially and adversely affect your rights or obligations under this Agreement no less than ten (10) days before such change becomes effective. You will be deemed to accept any changes to this Agreement if you continue to use the ZRent program, which continuing use must occur after you have received any required notice, if applicable.

**Consent to Electronic Communication**

By enrolling in ZRent and accepting the terms of this Agreement, you consent to our use of electronic methods, such as e-mail, to communicate with you regarding the ZRent program and this Agreement. We reserve the right to send paper communications to you as well if: (i) if the e-mail address you provided to us does not accept any e-mail we deliver to you; (ii) there is a technical malfunction preventing us from sending notices to you and (iii) we believe it is necessary to communicate with you by mail for any reason. In order to enroll in ZRent, you must have access to a personal computer with a 128 bit JavaScript enabled browser, internet access and a valid electronic mail account supported by software that enables you to receive electronic communications.

**Unavailability of ZRent**

The online portal for the ZRent program may be temporarily unavailable due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and/or Internet software. We make no representation or warranties as to the availability of the use of ZRent at any given time, and you agree to hold us harmless from any losses incurred as the result of such unavailability.

**Limitations on Our Liability**

If we do not complete an ACH or other electronic debit from your Account in the correct amount or in compliance with the Agreement, or initiate an unauthorized debit, we may be liable for such damages as the law imposes in such cases. However, we will not be liable, for example:

- A. If, through no fault of ours, your Account does not contain sufficient funds to complete the scheduled payment;
- B. Circumstances beyond our control, such as fires, floods, acts of God, power outages and the like.
- C. The institution holding your Account mishandles or delays processing or posting a payment initiated under this Agreement.
- D. If you have not provided us with complete and correct payment information, including without limitation the financial institution name, Account number and amount of Rent to be paid per month.

The foregoing list of examples is meant to illustrate circumstances under which we would not be liable for failing to make a transfer and is not intended to list all of the circumstances where we would not be liable.

YOU FURTHER AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF, ZRENT REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

### **Your Indemnification Obligations**

Unless otherwise required by applicable law, you understand and agree that you are required to indemnify us and all of our affiliates, officers, employees and agents and hold us and all of our affiliates, officers, employees and agents harmless from and against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, arising from your use of ZRent and/or any breach of the terms and conditions of this Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

### **Third Party Services**

We utilize certain Third-Party Vendors ("Vendor" or "Vendors") to provide services in order to streamline the performance of ZRent. One such Vendor is Plaid which we contract with for purposes of validating bank account information. By agreeing to these terms and conditions, the user acknowledges and agrees to Plaid's privacy policy as incorporated by reference, which is available through the following URL: <https://plaid.com/legal/#end-user-privacy-policy>, and consents to Plaid's use of information provided for the purposes set forth in this Agreement and in Plaid's privacy policy. Plaid does not sell or rent information to third parties, for marketing purposes or otherwise.

### **Disclaimer of Warranties**

YOU AGREE THAT YOUR USE OF ZRENT AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ZRENT, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT ZRENT WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED USING ZRENT WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ZRENT OR ANY OF THE TECHNOLOGY RELATED THERETO WILL BE CORRECTED.

### **General Disclosure Statement**

Any documentation provided to you which indicates that an ACH or any other electronic debit or credit was made from your Account shall be admissible as evidence of such debit or credit and shall constitute prima facie proof that such debit or credit occurred. The initiation by you of certain ACH or other electronic debits from or credits to your Account will, except as otherwise provided in this Agreement, effectively eliminate your ability to stop payment of the debit or credit. UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT YOU MAY NOT STOP PAYMENT OF A SCHEDULED ACH OR OTHER ELECTRONIC DEBIT OR CREDIT; THEREFORE, YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES OR SERVICES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.

### **Contact Information**

Any communication, notice, statement or demand required to be served on you under this Agreement shall be in writing and sent either by electronic mail, first class mail or registered mail to you at to the most recent address for you that we maintain in our records as of such time. If for any reason you wish to contact us about this Agreement, your participation ZRent, or any transactions relating to ZRent, contact us at:

ZRent  
99 South Bedford Street, Suite 101  
Burlington, MA 01803  
[zrent@zrent.net](mailto:zrent@zrent.net)  
781.641.8691

### **Applicable Law**

As applicable, this Agreement shall be governed by, and all recurring ACH or other electronic debits from your bank account made hereunder shall be made in accordance with, the applicable rules of the National Automated Clearing House Association and the New England Automated Clearing House Association (collectively, the "Rules"), and you and we agree to be bound by such Rules as in effect from time to time. If we do not receive final settlement for a payment for any reason, we shall charge back the amount of such transfer to your Account or otherwise claim a refund from you as applicable. Massachusetts law shall otherwise govern this Agreement.

### **Entire Agreement, Severability and Waiver**

This Agreement, including all agreements and other documents incorporated by reference, embodies the entire agreement between the parties. Any oral agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect. No waiver of the performance or breach of, or default under, any condition or obligation in this Agreement will be deemed to be a waiver of any other performance, or breach or any other condition or obligation of this Agreement.

### **Notices**

In the event that you believe that an error has occurred with respect to any transaction through the ZRent program, you must notify us

immediately by telephone at 781.641.8691 or email at [zrent@zrent.net](mailto:zrent@zrent.net) as soon as possible.