

## RENTMINEONLINE.COM

### Terms of Service

*Last updated: January 23, 2009*

Welcome to [www.rentmineonline.com](http://www.rentmineonline.com)! These Terms and Conditions of Use govern your use of [www.rentmineonline.com](http://www.rentmineonline.com) (the "Site") and the Rent Mine Online Inc. ("RMO") service (the "Service"). The Site and Service were created to offer a more effective, efficient and environmentally-friendly rental platform.

By using the Service or visiting or browsing the Site, you accept these Terms and Conditions of Use and any modifications that may be made to the Terms and Conditions of Use (collectively, "Terms") from time to time; if you do not agree to these Terms you should not use the Service, or visit or browse the Site.

These Terms constitute a binding legal agreement between you and RMO, Inc. ("RMO," "we," "us," and "our"). Please read them carefully. You must be 18 years of age or older to use the Service. Use of the Service is void where prohibited.

#### **1. Modifications to Terms**

RMO reserves the right to change or modify any of the terms and conditions contained in these Terms, and any other RMO terms, policies, or guidelines, at any time and in its sole discretion. Any changes or modifications will be effective immediately upon posting of the revisions on the Site. Your continued use of the Site or the Service following the posting of such changes or modifications will constitute your acceptance of such changes or modifications. If RMO updates these Terms, it will update the "last updated" date above. You should frequently review these Terms and other applicable policies from time to time to understand the terms and conditions that apply to your use of the Site and the Service. If you do not agree to the amended terms, you must stop using the Site and the Service.

#### **2. Registration Data; Account Security**

In consideration of your use of the Site and the Service, you agree to (a) provide accurate, current and complete information about you as may be prompted by registration forms on the Site ("Registration Data"); (b) maintain the security of any logins, passwords, or other credentials that you select or that are provided to you for use on the Site; and (c) maintain and promptly update the Registration Data, and any other information you provide to RMO, and to keep all such information accurate, current, and complete.

#### **3. Advertisements and Promotions**

RMO is not a party to any rental, lease, or other agreements entered into between users of the Service. RMO is not responsible for any aspect of any agreement entered into between you and any other party. The Site and the Service contains advertisements and promotions from third parties. Your business dealings or correspondence with, or participation in promotions of, advertisers other than RMO, and any terms, conditions, warranties, or representations associated with such dealings, are solely between you and such third party.

## 4. Interactive Services

### Generally

The Site may include interactive features and services, including property listings, social networking functionality, chat rooms and forums, message boards, ratings or review functionality, and similar services, in which you or third parties may send messages to Site users, and create, post, or store profile data, pictures, ratings or reviews, and other Content on the Site (“Interactive Services”). You are solely responsible for your use of Interactive Services and use them at your own risk. By using any Interactive Services, you agree not to post, transmit, distribute, upload, or otherwise disseminate through the Site any of the following:

- Material that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, or fraudulent;
- Material that harasses, intimidates, degrades, or is hateful toward any person or group on the basis of race, religion, ethnicity, gender, sexual orientation, age, or disability;
- Material that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law, including, without limitation, the regulations of the U.S. Securities and Exchange Commission or any rules of a securities exchange (e.g., the New York Stock Exchange or the NASDAQ);
- Material pertaining to the sale, rental, or use of any housing, property, or dwelling that violates the federal Fair Housing Act, or any other similar state or local laws, regulations, or orders (including, without limitation, any Content that states a discriminatory preference based on race, color, national origin, religion, sex, familial status, or handicap);
- Material pertaining to employment that violates any federal, state, or local laws, regulations, or orders (including, without limitation, any Material that states a preference or requirement based upon race, color, religion, sex, national origin, age, or disability);
- Material that violates, or that causes RMO or its affiliates or subsidiaries to violate, any other applicable law, regulation, or order of any governmental authority in any jurisdiction;
- Material that infringes, or that may infringe, any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party, or that you otherwise do not have the right to make available;
- Private or confidential information of any person or entity, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers, credit card numbers, and any trade secrets or information for which you have any obligation of confidentiality;
- Material that is or contains any advertising or solicitation, including, without limitation, links to commercial products or services (except in portions of the Site that are expressly designated as portions in which such Material is allowed);
- Material that impersonates any person or entity, or misrepresents your affiliation with the Site or with any other person or entity;

- Political campaigning, or any unsolicited promotions, advertising, or solicitations without the express permission of RMO;
- Viruses, corrupted data, or other harmful, disruptive, or destructive files; or
- Material that, in the sole judgment of RMO, is objectionable, restricts or inhibits any person or entity from using or enjoying any Interactive Services or other portions of the Site, or which may expose RMO, the Site, or its users to harm or liability of any nature.

RMO takes no responsibility and assumes no liability for any material posted, stored, or uploaded by you or any third party, or for any loss or damage thereto, nor is RMO liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter on the Site or in your dealings with other Site users. RMO is not liable for any statements, representations, or material provided by its users.

Although RMO has no obligation to screen, edit, or monitor any material posted on or transmitted through the Site, RMO reserves the right, and has absolute discretion, to remove, screen, and edit any material posted, stored, or transmitted on or through the Site at any time and for any reason without notice.

If you post material on or through the Site, then, unless RMO indicates otherwise, you (a) grant RMO and its subsidiaries and affiliates a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display such material throughout the world in any media; (b) grant RMO and its affiliates, subsidiaries, and sublicensees the right to use the name that you submit in connection with such material, if they choose; and (c) represent and warrant that you own and control all of the rights to the material that you post, or you otherwise have the right to post such material to the Site; and the use and posting of material you supply does not violate these Terms, will not violate any rights of or cause injury to any person or entity, and will not otherwise create any harm or liability of any type for RMO, the Site, or for third parties.

RMO will, in its sole discretion, make all judgments as to whether material or other user actions violate any standards for material or other user actions described in these Terms. In addition to the specific restrictions and guidelines set forth elsewhere in these Terms, RMO reserves the right to impose restrictions and limitations on the use of the Site and the Service, including account termination, upon any Site or Service users engaging in any type of conduct that, as determined by RMO in its sole discretion, violates these Terms or may create harm to, or liability of, RMO, the Site, Site users, or any third parties of any nature.

## **Opinions**

RMO may allow Site users to post ratings, reviews or opinions regarding other Site users, third parties, or products or services (“Opinions”). In addition to complying with all other restrictions in these Terms, Site users must not do any of the following in or in connection with any Opinions:

- Engage in any hateful or discriminatory activity;
- “Stalk,” threaten, intimidate, or otherwise harass anyone;
- Create or present a false identity; or

- Post any false, misleading, inaccurate, or misleading information.

Site users retain all rights of ownership in Opinions. Without limiting any other provision of these Terms, Site users also grant to RMO the exclusive right to display Opinions anywhere online and in other interactive media.

If RMO identifies a third party who is displaying a Site user's Opinion online in violation of these Terms and RMO wishes to take action against the infringer, RMO may contact the Site user to seek help with the action. RMO may also, however, enforce a Site user's ownership rights in the Opinion directly against the infringer, and such Site user authorizes RMO to take any actions on his or her behalf that RMO reasonably deems necessary or appropriate to protect the parties' respective rights. If RMO decides to sue the infringer, (i) RMO may join the Site user as a co-plaintiff to the action, and (ii) any resulting damages or settlements attributable to online uses of the Opinion will be solely owned by RMO.

RMO may allow Site users to edit or delete Opinions. At any time, without further notice, RMO may restrict Site users' ability to edit or delete Opinions. Please note that RMO may not be able to propagate changes you make to an Opinion to any corresponding version of the Opinion that is displayed somewhere other than on the Site.

## **5. Dealings with Site Users**

Your transactions, dealings, and correspondence with, or participation in promotions of, persons who place, respond to, or are named or referenced in, any Opinions, Content or other materials, and any terms, conditions, warranties, or representations associated with such transactions, dealings, and correspondence, are solely between you and such third party. RMO is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, transactions, or correspondence. If you enter into any kind of transaction with a Site user or other third party, RMO and its subsidiaries and affiliates are not responsible or liable for any action or inaction of you or any other party to such a transaction. You agree that RMO is not obligated to determine whether sales, use, or similar taxes apply to any transaction and is not responsible to collect, report, or remit any sales, use, or similar taxes arising from any transaction.

Because RMO is not the agent of any user of the Site or the Service, RMO will not act as an agent to any user in connection with resolving any dispute between such parties related to or arising out of use of the Site or the Service. If you have a dispute with another party relating to the Site or the Service, you release RMO (and its officers, directors, agents, subsidiaries, and employees) from all claims, demands and damages (direct or indirect) of every kind and nature, whether known or unknown, arising out of or in any way connected with such disputes. If you are a California resident, you waive California Civil Code § 1542, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected the settlement with the debtor."

## **6. Submissions**

You acknowledge and agree that any materials, including but not limited to questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials, or other information, provided by you in the form of email or other submissions to RMO (excluding material that you post on the Site in accordance with these Terms), are non-confidential and shall become the sole property of RMO. RMO will own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these materials for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

## 7. Copyright and Limited License

The Site and all information, data, and other content and materials available on the Site, including, without limitation, the RMO logo and all designs, text, documents, graphics, software, videos, sound files, other files, and the selection and arrangement thereof (collectively, "Content"), are the proprietary property of RMO and its suppliers and licensors and are protected by U.S. and international copyright laws.

Except for those rights expressly granted in these Terms, no other rights are granted, either express or implied, to you under these Terms. Unless stated explicitly in these Terms, nothing in these Terms will be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise.

## 8. Repeat Infringer Policy

In accordance with the Digital Millennium Copyright Act and other applicable law, RMO maintains a policy of terminating, in appropriate circumstances and at RMO's sole discretion, account holders who are deemed to be repeat infringers. RMO may also at its sole discretion limit access to the Site to any users and/or terminate the accounts of any account holders who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

## 9. Copyright Complaints

If you believe that any Content on the Site infringes upon any copyright that you own or control, you may file a notice of infringement with RMO's designated agent as set forth below.

Name of agent designated to receive notification of claimed infringement: \_\_\_\_\_

Full address of designated agent to whom notice should be sent: \_\_\_\_\_

Telephone number of designated agent: \_\_\_\_\_

Facsimile number of designated agent: \_\_\_\_\_

Email Address of designated agent: \_\_\_\_\_  
\_\_\_\_@rentmineonline.com

RMO may give notice of a claim of copyright infringement to users of the Site by means of a general notice on the Site, electronic mail to a user's email address in its records, or by written communication sent by first-class mail to a user's address in its records.

## 10. Trademarks

Rentmineonline.com, the RMO logo, and any other product or service name or slogan contained on the Site and in any Content are trademarks of RMO and its suppliers or licensors, and may not be copied, imitated or used, in whole or in part, without the prior written permission of RMO or the applicable trademark holder. All other trademarks, registered trademarks, product names and company names or logos mentioned on the Site or in any Content are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise, does not constitute or imply endorsement, sponsorship, or recommendation thereof by RMO.

## **11. Third-Party Content**

You may register directly with the Site and Service or through a third party (e.g., Facebook). Regardless of how you register with or arrive at the Site or Service, these Terms govern your use of the Site and Service.

The Site may contain links to Web pages and content of third parties ("Third-Party Content") as a service to those interested in this information. RMO does not monitor, endorse, or adopt, or have any control over, any Third-Party Content. RMO undertakes no responsibility to update or review any Third Party Content and can make no guarantee as to its accuracy or completeness.

Additionally, if you follow a link or otherwise navigate away from the Site, please be aware that these Terms will no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any Web sites or Third-Party Content to which you navigate from the Site. You access and use Third-Party Content at your own risk.

## **12. Indemnification**

You will defend, indemnify and hold harmless RMO, its subsidiaries and affiliates, and their respective directors, officers, agents, employees, licensors, and suppliers from and against any costs, damages, expenses, and liabilities (including, but not limited to, reasonable attorneys' fees) arising out of or related to your use of the Site, your violation of these Terms, or your violation of any rights of a third party.

## **13. Disclaimer of Warranties**

YOUR USE OF THE SITE OR SERVICE, INCLUDING, WITHOUT LIMITATION, YOUR USE OF ANY CONTENT ACCESSIBLE THROUGH THE SITE AND YOUR INTERACTIONS AND DEALINGS WITH ANY SITE USERS, IS AT YOUR SOLE RISK. THE SITE, SERVICE, AND ALL CONTENT AVAILABLE ON AND THROUGH THE SITE OR SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. RMO AND ITS SUPPLIERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. RMO DOES NOT WARRANT UNINTERRUPTED USE OR OPERATION OF THE SERVICE, THE SITE, OR YOUR ACCESS TO ANY CONTENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SITE OR THE SERVICE WILL CREATE ANY WARRANTY REGARDING RMO THAT IS NOT EXPRESSLY STATED IN THESE TERMS. SOME JURISDICTIONS MAY PROHIBIT A DISCLAIMER OF WARRANTIES AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

## **14. Limitation of Liability**

NEITHER RMO NOR ITS SUPPLIERS OR LICENSORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF RMO OR ANY SUPPLIER OR LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SITE OR ANY CONTENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF

LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

THE MAXIMUM TOTAL LIABILITY OF RMO AND ITS SUPPLIERS AND LICENSORS TO YOU FOR ALL CLAIMS UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS \$20. EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS UNDER THESE TERMS BETWEEN THE PARTIES. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

#### **15. Restrictions on Access**

Notwithstanding any provision of these Terms, RMO reserves the right, without notice and in its sole discretion, to terminate your license to use the Site and to block, restrict, and prevent your future access to, and use of, the Site. Additionally, RMO reserves the right to modify, discontinue, and restrict, temporarily or permanently, all or part of the Site and the Service without notice in its sole discretion. Neither RMO nor its suppliers or licensors will be liable to you or to any third party for any modification, discontinuance, or restriction of the Site or the Service.

#### **16. Consent to Electronic Communications**

By using the Site, you consent to receiving electronic communications from RMO. These communications may include notices about your Site account and information concerning or related to the Site. You agree that any notices, agreements, disclosures, or other communications that RMO sends to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

#### **17. General Legal Notices**

RMO's failure to act in a particular circumstance does not waive its ability to act with respect to that circumstance or similar circumstances. Any provision of these Terms that is found to be invalid, unlawful, or unenforceable will be severed from these Terms, and the remaining provisions of these Terms will continue to be in full force and effect. The section headings and titles in these Terms are for convenience only and have no legal or contractual effect. Any provision in these Terms that by its nature should survive the termination of your license to access the Site or any termination of these Terms (including, without limitation, provisions governing indemnification, limitations on liability, disclaimers of warranty, and ownership of intellectual property) will continue to remain in full force and effect after any such termination.

These Terms are governed by the laws of the State of California, excluding conflict of laws principles. Any controversy or claim arising out of or relating to the Site or these Terms must be commenced within one year after the claim arose and will be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim will be arbitrated on an individual basis, and will not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration will be conducted in Santa Clara County, California, and judgment on the arbitration award may be entered into any court of competent jurisdiction. The award of the arbitrator will be final and binding upon the parties without appeal or review except as permitted by California law. Either party may seek any interim or preliminary injunctive relief from any

court of competent jurisdiction, as necessary to protect the party's rights or property pending the completion of arbitration.

These Terms constitute the entire agreement between you and RMO concerning the Site and the Service. These Terms supersede all prior agreements or communications between you and RMO regarding the subject matter of these Terms.

#### **18. Questions & Contact Information**

If you have any questions or concerns about the Site, the Service, or these Terms, you may contact RMO at [info@rentmineonline.com](mailto:info@rentmineonline.com).