

Terms of Service Agreement

1. Introduction

This Terms of Service Agreement (“Agreement”) governs your use of the FOURMIDABLE, INC., website (“Website”) and Portal (“Portal”) operated by FOURMIDABLE, INC., (“Company) a Michigan corporation, having its principal place of business at 32500 Telegraph Rd Suite No. 200, Bingham Farms, MI 48025. By accessing, browsing, registering for, or using any part of the Portal, including but not limited to submitting any application for tenancy or executing a lease through the Portal, you (“User,” “You,” or “Your”) agree to be bound by the terms and conditions (“Terms”) set forth in this Agreement. If you do not agree to this Agreement, you may not use the Portal.

2. Acceptance of the Terms

1. **Binding Agreement.** By registering for an account, using the Portal, submitting any application for tenancy, or electronically signing any lease or related agreement via the Portal, you acknowledge and agree that you have read, understood, and agree to be legally bound by all terms and conditions of the agreement or lease you signed and by this Agreement.
2. **Modification of Terms.** Company reserves the right to amend or revise this Agreement at any time, with such amendments becoming effective upon posting in the Portal or other electronic notification. Continued use of the Portal after such amendments constitutes acceptance.

3. Eligibility; Registration; Account Security

1. **Eligibility.** Use of the Portal is permitted only by natural persons who are at least eighteen (18) years of age and capable of entering into legally binding agreements. By using the Portal, you represent and guarantee that you meet these eligibility requirements.
2. **User Account Registration.** To access certain features, you may be required to register and create a user account. You agree to provide accurate, current, and complete information as prompted and agree to update such information to maintain its accuracy.

3. **Account Security.** You are solely responsible for maintaining the confidentiality of your account credentials, and for all activities undertaken through your account. You agree to immediately notify Company of any unauthorized use or suspected security breach.

4. Use of the Portal

1. **Permitted Use.** The Portal is provided solely for lawful purposes relating to property rental, leasing, and management, including viewing listings, submitting applications, executing lease agreements, accessing tenant services, and communicating regarding tenancy.

2. **Prohibited Conduct.** You agree not to:

1. Use the Portal in violation of any law or regulation.
2. Misrepresent your identity or eligibility.
3. Access or use the Portal for any unauthorized or unlawful commercial purpose.
4. Disrupt, interfere, or attempt to gain unauthorized access to any portion of the Portal or its related systems.

5. Legally Binding Effect of Online Applications and Lease Execution

1. **Application Submission.** By submitting an application for tenancy via the Portal, you represent and warrant that all information is accurate to the best of your knowledge and that the submission constitutes a legally binding offer to rent, subject to the Company's review and approval.

2. **Electronic Lease Execution.** When you electronically execute a lease or any related agreement via the Portal, you acknowledge and agree that:

1. Your electronic signature has the same legal force and effect as a handwritten signature pursuant to applicable federal and state law, including the Electronic Signatures in Global and National Commerce Act (ESIGN Act), the Uniform Electronic Transactions Act (UETA), and any other relevant statutes in the applicable jurisdiction.

2. You are entering into a legally binding contract, and that all rights and obligations set forth in such electronically executed lease or agreement are fully enforceable.
 3. The executed lease, including all electronic records and copies, shall be deemed an original for all legal and evidentiary purposes.
3. **Notice of Binding Effect.** To the extent required by law or best practice, you will be presented with a clear statement prior to submission of any application or lease (By clicking Apply or Sign, you agree that your action constitutes a legally binding obligation) and such action shall confirm your intent to be bound.

6. Consent to Operational Communications and Opt-Out Rights

1. **Operational Communications.** By providing your telephone number and/or email address and using the Portal, you expressly consent to receiving operational messages from Company and its agents, including but not limited to:
 1. Property maintenance alerts, repair notifications, emergency updates, and building information.
 2. Payment or rent reminders, billing statements, and account status updates.
 3. Other notifications necessary for the management of your tenancy, application, or account.
2. **Medium and Frequency.** Such operational messages may be delivered via email, text message (SMS), phone call, in-Portal notifications, or such other electronic means as Company determines appropriate and in accordance with applicable law. Company will not use your contact information collected through the Portal to send marketing, promotional, or advertising messages without your separate express written consent.

3. **Opt-Out Procedures.**

1. **SMS Text Messages:** To opt out of receiving operational SMS text messages, reply STOP to any such message received from Company or follow the opt-out instructions included in the message.
2. **Email Communications:** To opt out of receiving operational email notifications, follow the unsubscribe link provided in the email or adjust your communication preferences in your portal account settings.
3. **Limitations of Opt-Out:** Please note that opting out of operational communications may prevent you from -receiving critical notices regarding your tenancy, application status, maintenance, payment obligations, or security concerns. Company disclaims any liability for consequences arising from your election to opt out of such communications.
4. **Compliance with Law.** Company will process and honor opt-out requests in accordance with the Telephone Consumer Protection Act (TCPA), the CAN-SPAM Act, and any other applicable state or federal law.

7. **Privacy and Data Security**

1. **Privacy Policy.** The collection, use, storage, and disclosure of personal information is governed by the Company's Privacy Policy, as may be updated from time to time. By using the Portal, you acknowledge receipt of and consent to the Privacy Policy. By using the Portal, you acknowledge and agree that Company may collect, use, store, and disclose your personal information, including sensitive personal information, as necessary to process rental applications, verify identity and eligibility, manage tenancy, and comply with applicable legal and regulatory requirements. Such information may be shared with third-party service providers, screening agencies, and government entities as described in the Privacy Policy. Your use of the Portal constitutes your consent to such data practices.

2. **Accessibility (ADA Compliance).** Company is committed to ensuring that its Website and Portal are accessible to all individuals, including persons with disabilities, in accordance with applicable law and recognized accessibility standards, including the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA. If you experience difficulty accessing or using any part of the Website or Portal, you may contact Company at the information provided below for assistance. Company will make reasonable efforts to provide the requested information or service in an accessible format and to address accessibility concerns in a timely manner.
3. **Security Measures.** Company implements commercially reasonable physical, technical, and administrative safeguards designed to protect your personal information. However, no method of electronic storage or transmission is fully secure, and you agree to use the Portal at your own risk.

8. Notices

1. **Methods of Communication.** Except as otherwise specifically required by applicable law or the terms of a lease agreement, all notices, requests, demands, or other communications required or permitted to be given by this Agreement shall be made electronically through the Portal, by email to your registered address, or by SMS to your registered mobile number.
2. **Deemed Receipt.** Notices sent via the Portal or to your registered email or mobile number shall be deemed to have been received on the date transmitted, regardless of whether you actually access or review the communication.
3. **Change of Contact Information.** You are responsible for maintaining accurate and current contact information in your account profile.

9. Fees and Payments

1. **Fees.** Use of certain features or services in the Portal, including submission of applications or execution of leases, may be subject to fees or charges as disclosed at the time of use. All fees are non-refundable unless expressly stated otherwise.
2. **Payment Method.** You authorize Company or its payment processor to charge any fee to the payment method associated with your account.
3. **Late Payments.** Failure to make timely payments may result in additional charges, late fees, interest as permitted by law, or restrictions on your use of the Portal.

10. Limitation of Liability

1. **General Limitation.** To the fullest extent permitted by law, Company, its affiliates, officers, directors, employees, agents, licensors, and service providers shall not be liable for any indirect, incidental, special, consequential, punitive, or exemplary damages arising out of or relating to your use of the Portal, including but not limited to lost profits, lost data, or loss of goodwill.
2. **Maximum Aggregate Liability.** In no event shall Company's total liability in connection with or arising from this Agreement or the Portal exceed the total amount paid by you to Company in the twelve (12) months preceding the event giving rise to liability.
3. **No Warranties.** The Portal and all information therein are provided as is and as available. Company disclaims all warranties, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

11. Indemnification

You agree to hold harmless Company, its affiliates, officers, directors, employees, and agents from and against all claims, damages, obligations, losses, liabilities, judgments, costs, or expenses (including but not limited to attorneys' fees) arising out of or related to:

1. Your violation of this Agreement or any applicable law.
2. Your misuse or unauthorized use of the Portal.

3. Any false, misleading, or inaccurate information submitted through the Portal.
4. Any breach by you of any application, lease, or related agreement entered into through the Portal.

12. Dispute Resolution

1. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, except to the extent that applicable federal law or the laws of the state in which a property is located require otherwise.
2. **Venue; Jurisdiction.** To the fullest extent permitted by applicable law, any dispute, claim, or controversy arising out of or relating to this Agreement or the use of the Portal shall be brought in the state or federal courts located in Michigan. However, for matters arising out of or relating to a specific property, tenancy, or lease, jurisdiction and venue may also lie in the state and locality where the property is located, as required by applicable law. You consent to the personal jurisdiction of such courts.
3. **Waiver of Jury Trial.** To the fullest extent permitted by law, the parties hereby waive any right to a trial by jury for any action or proceeding arising out of or relating to this Agreement.
4. **Equitable Relief.** Nothing in this Agreement shall prevent either party from seeking injunctive or equitable relief in addition to any other available remedies.

13. Termination and Suspension

1. **Termination by User.** You may terminate your use of the Portal at any time by closing your account, subject to the survival of those obligations and provisions that by their nature should survive termination.
2. **Termination or Suspension by Company.** Company reserves the right, in its sole discretion and without advance notice, to restrict, suspend, or terminate your access to all or any part of the Portal at any time, with or without cause, and without liability

3. **Effect of Termination.** Upon termination, all rights granted to you under this Agreement shall cease and you shall remain liable for any outstanding obligations.

14. Miscellaneous

1. **Entire Agreement.** This Agreement, together with any other relevant terms or policies referenced herein, constitutes the complete and exclusive understanding between the parties with respect to the subject matter herein and supersedes all prior or contemporaneous understandings, written or oral.
2. **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable in whole or in part, such provision shall be deemed modified to the minimum extent necessary, and the remaining provisions shall continue in full force and effect.
3. **Assignment.** You may not assign or transfer any rights or obligations under this Agreement without the prior written consent of Company. Company may assign its rights and obligations under this Agreement in its sole discretion.
4. **Waiver.** No waiver of any term or condition shall be effective unless in writing signed by the waiving party. No waiver of any breach shall be construed as a waiver of any other or subsequent breach.
5. **Headings.** The section headings in this Agreement are for convenience only and shall not affect the interpretation of any provision.
6. **Force Majeure.** Company shall not be liable for any failure to perform its obligations where such failure results from circumstances beyond its reasonable control, including but not limited to acts of God, war, natural disaster, pandemic, embargo, or governmental act.
7. **Cross Reference:** All use of the Portal and Company services is subject to applicable fair housing and anti-discrimination laws (see Company's Fair Housing & Non-Discrimination Statement).

15. Contact Information

If you have any questions about this Agreement, your rights and obligations, or wish to exercise any opt-out or data rights, please contact us at:

Fourmidable, Inc.
32500 Telegraph Rd Suite No. 200,
Bingham Farms, MI 48025
United States, Michigan

info@fourmidable.com

(248) 593-4600

By using the Portal, submitting any application, or signing any lease electronically, you affirm that you have read, understood, and agree to be legally bound by the above Terms of Service.