

## TERMS OF USE

Effective Date of Terms: 1 May 2025

### 1. General; Agreement to Terms; Users

These Terms of Use ("Terms" or "Agreement") and our separately posted Privacy Policy [\(link\)](#), which is incorporated by reference here, together govern your access and use of the website at [www.fsecommunities.com](http://www.fsecommunities.com) (the "Site") operated by Fairfax Station Enterprises, LLC ("Company," "FSE," "we," "our," or "us") having offices at 925 Eastern Shore Drive, Suite 1, Salisbury, MD 21804. These Terms set forth what we expect from users of the Site, and what activities are not permitted on or in connection with the Site. If there's anything you don't understand in these Terms and/or any other terms or information published or made available through the Site, please reach out to us using the contact information below. Please read these Terms carefully before you start to use the Site.

**By accessing or using the Site, you accept and agree to be bound by and comply with these Terms, the Privacy Policy, and applicable laws and regulations in connection with your use of the Site.** If you do not agree to be bound by these Terms, the Privacy Policy and all applicable laws, you must navigate away from and discontinue use of the Site and services provided on or through the Site.

These Terms and the information provided on the Site do not modify or supersede and in no way override the terms and conditions of any written services agreements, rental agreements, leases, or similar agreements between you and FSE.

### 16. Use By Children

The Site is offered and available to users who are 18 years of age or older. You must be at least 18 years old to use the Site. By using the Site, you represent and warrant that you meet the foregoing requirement and can form a legally binding contract with us under applicable law.

### 2. Changes in Terms.

FSE shall have the right, in its sole discretion, to revise these Terms or to impose new terms and conditions with respect to access to or use of the Site at any time and without prior notice. Such revisions and additions shall be effective immediately upon notice thereof, which may be given by any means, including but not limited to posting the revised or additional terms and conditions on the Site. The date of the last revision of the Terms will appear at the top of these Terms. You are responsible for reviewing the Site periodically for any modification to these Terms. You agree that you shall be deemed to be apprised of and bound by any revisions or additions by FSE to the Terms. Your continued use of the Site after any such changes to the Terms constitutes your acceptance of the new Terms, whether or not you actually reviewed them. No modification to these Terms by any party other than FSE shall be valid or enforceable against us unless expressly agreed to by us in writing signed by a duly authorized officer of FSE.

### 3. Agreement to Deal Electronically; Electronic Communications and Notices.

You agree that all of your transactions with or through the Site may be conducted entirely electronically. At our sole discretion, we may decide to proceed non-electronically. If that includes entering into a written contractual agreement, the terms in that written agreement will control. Otherwise, these Terms will govern your relationship with us and your use of our services. If the law allows you to withdraw your consent to deal electronically 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 and any other contract or disclosure that we are required to provide to you.

By clicking "Submit" on any step of a transaction within this Site, you agree to conduct such transaction by electronic means. You understand that by clicking the box titled "I agree to the Terms & Conditions," you are agreeing to conduct an electronic transaction and to use and receive communications 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 are solely responsible for ensuring the completeness and accuracy of the information you enter, and you hereby agree to defend, indemnify and hold harmless FSE, our service provider (Entrata), our respective affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to the information you enter. 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 and conditions, which are agreed upon when you proceed with your transaction. This agreement is entered into on the date of payment acceptance.

By making your payment and providing the information needed to process your checking, savings account or credit card account, you acknowledge and agree that you have read and understand the Terms and conditions contained herein.

Except as otherwise provided in these Terms, FSE or our service provider Entrata will give you notice regarding the Site by posting them on the Site. You also authorize FSE or Entrata to send notices (including notice of subpoenas or other legal process, if any, and including any notices sent by FSE or Entrata) via electronic mail. You agree to check the Site for notices, and you will be considered to have received a notice when it is posted on the Site, or when sent by us via electronic mail, whether or not received by you. You agree to keep your email address current, and any notice sent by FSE or Entrata to an email address that you have provided to us will be considered effective notice.

#### **4. Use of Your Information.**

We process your information as set forth in our Privacy Policy. Further, you hereby authorize us to investigate and confirm the information you provide in your application. For this purpose, we may utilize credit bureau/reporting agencies and/or our own agents. Upon your request, we will provide you with a copy of the results of such investigation if needed. However, you must request such documentation within fourteen (14) days of becoming aware of the investigation.

#### **5. Discontinued Operation of the Site.**

FSE shall have the right, in its sole discretion, without notice and at any time and for any reason to discontinue operation of the Site, or any portion thereof, or any products or services offered through or advertised on the Site, or to terminate yours or any individual's access to or use of the Site or any part thereof. We reserve the right to suspend or terminate any account or transaction from you if you provide us with information that is untrue, inaccurate, not current or incomplete. The restrictions imposed on you, the disclaimers, indemnities and limitations of liability set forth in these Terms shall survive any termination of the Site or your use thereof.

## **5. Site Content; Trademark and Copyright.**

The text, images, photographs, graphics, logos, illustrations, descriptions, data and other material provided on the Site, as well as the selection, assembly and arrangement thereof, are referred to collectively as the "Content." The Content is provided for informational purposes only and is not binding on us in any way except to the extent it is expressly provided to be so. The Content may contain errors, omissions, or typographical errors or may be out of date. FSE may change, delete, or update any Content at any time and without prior notice.

All Content is protected by United States and foreign intellectual property laws, including the laws of Copyright and Trademark, and are subject to other proprietary rights that are owned by FSE or by FSE's licensors who have licensed the content's use to FSE. All rights not expressly granted are reserved by FSE or its licensors, our respective affiliates and partners, as applicable. The alteration, removal, or obliteration of any copyright and trademark notices is strictly prohibited.

As between you and FSE, we retain all right, title, and interest in and to the Site. Except as provided in this Agreement, permission to reprint or electronically reproduce any Content in whole or in part for any other purpose is expressly prohibited. We hereby grant you a limited, revocable, non-transferable, non-sublicensable license, under the rights FSE and its service provider (Entrata) have in the Content, to view and use the Site and Content solely for the purpose of acquiring information in accordance with the Agreement. You may view and use the Content only for your use of services provided to you through the Site and for no other purpose. You may not otherwise use, reproduce, copy, modify, transmit, display, publish, sell, license, publicly perform, distribute or commercially exploit any of the Content, or use data mining, robots or similar data gathering and extraction tools at the Site. You may not frame or utilize framing techniques to enclose any trademark, logo or other proprietary information (including images, text, page layout or form) of FSE, our corporate partners, or suppliers and vendors (collectively, the "Partners") without our express, written consent. You may not use any meta tags or any other "hidden text" utilizing our name or trademarks without our express written consent. Any use of the Content, except as specifically permitted in these Terms or as otherwise expressly permitted in the Content or in a writing signed by an authorized representative of FSE is strictly prohibited. This limited license does not include permission to copy the design elements, "look and feel" or layout of the Site. Those elements are protected by law, such as trade dress, trademark, unfair competition, and other laws, and may not be copied or imitated in any manner. Except as expressly provided in this Agreement, neither FSE, its service provider (Entrata), nor any third party has conferred upon you any license or right under any patent, copyright, trademark, trade secret or any other proprietary right.

## **6. User Suggestions or Feedback**

Any comments or information that you provide to FSE or its service providers, for example, feedback or ideas in response to a customer survey regarding the Site, product or content reviews, suggestions,

ideas, concepts, or other information are collectively called "Feedback." None of the Feedback will be subject to any obligation of confidentiality on our part, and we will not be liable for any use or disclosure (including publication in any medium) of any Feedback. You hereby grant us a royalty-free, perpetual, irrevocable, world-wide license to use, copy, reproduce, create derivative works from, adapt, modify, publish, edit, translate, sell, distribute, transmit, transfer, publicly display, publicly perform, and display the Feedback without any limitation and in any media or any form now known or later developed. Without limiting the foregoing, we will be entitled to unrestricted use of the Feedback for any purpose, commercial or otherwise, without compensation to the provider of the Feedback.

## **7. Submissions of User Content**

From time to time, the Site may allow you to post, link, store, share and otherwise make available ("Publish" or "Publication") certain information, text, graphics, videos, or other material ("Submission"). You are responsible for the Submission that you Publish on or through the Site, including the Submission's legality, reliability, and appropriateness.

By Publishing Submission on or through the Site, you represent and warrant that: (i) you own or have the right to use the Submission; (ii) that you have the right to grant us the rights and license as provided in these Terms, and (iii) that Publication of your Submission on or through the Site does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity, or the Terms.

You retain all ownership of your Intellectual Property Rights to any Submission you Publish on or through the Site, subject to the rights and permissions granted in the Terms. It is your responsibility to protect your rights in the Submission. We take no responsibility and assume no liability for such Submission. You are solely responsible for the legality, accuracy, reliability, and appropriateness of your Submission.

You hereby grant to us and our affiliates and representatives a worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free license and right: (A) to use, modify, distribute, reproduce, transmit, publish or republish, display, translate, adapt, create derivatives of, and perform the Submission, in any manner or form: (i) to provide the Site and otherwise perform our obligations hereunder; (ii) to monitor and improve the Site and for any other further internal business purposes of FSE and our affiliates; and (iii) in connection with the development, distribution and licensing of any product or service offered by us or our affiliates, provided that the Submission included in products or services offered to third parties will be in an aggregated and de-identified format; and (B) to use and incorporate into the Site and our other services any suggestion, enhancement request, recommendation, correction or other feedback provided by you relating to the operation of the Site or other services provided by FSE or our affiliates. You agree that this license includes the right for us to make your Submission available to other users of the Site, who may also use your Submission subject to these Terms.

The Submission must comply with all applicable federal, state, local and international laws and regulations. The Submission must not:

- Contain any defamatory, obscene, abusive, offensive, indecent, harassing, violent, hateful, inflammatory, sexually explicit, pornographic, or otherwise objectionable material;

- Promote any illegal activity, violence, or discrimination based on race, sex, religion, nationality, disability, or sexual orientation;
- Infringe any Intellectual Property Rights, privacy or publicity rights, or other legal rights of another person;
- Be likely to mislead or deceive another person, including by impersonating another or misrepresenting your identity or affiliation with another person or organization;
- Involve any commercial activity or contests, sweepstakes, or other promotion, advertising, or sales;
- Create the false impression that the Submission emanates from or is endorsed by us or another organization.

We have the right but not the obligation to monitor and edit your Submission. We have the right to remove or block any Submission for any or no reason in our sole discretion. We have the right to take any action with respect to any Submission that we deem necessary or appropriate in our sole discretion, including if we believe that such Submission violates these Terms, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of our users or the public, or could create liability for us. We may disclose your identity or other information about you to any third party who claims that your Submission violates their rights, including their intellectual property rights or their right to privacy.

#### **8. Notice and Procedure for Making Claims of Intellectual Property Infringement.**

If you believe that your rights under United States or international copyright laws are being violated by any Content posted on or transmitted through the Site, or items advertised on the Site, please contact us promptly so that we may investigate the situation and, if appropriate, block or remove the offending Content. In order for us to investigate your claim of infringement, you must provide us with the following information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- A description of the copyrighted work or other intellectual property that you believe has been infringed;
- A description of where the material that you claim is infringing is located or identified on the Site;
- Your name, address, telephone, number and e-mail address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent or the law; and
- A statement by you, made under penalty of perjury, that the information submitted to us is accurate and that you are the owner of the copyright or intellectual property or authorized to act on behalf of the owner of the copyright or intellectual property.

The above information should be provided to FSE's agent for notice of claims of copyright or other intellectual property infringement, who can be reached as follows:

Bret Hopkins  
Fairfax Station Enterprises, LLC  
925 Eastern Shore Drive, Suite 1  
Salisbury, MD 21804  
Bret.Hopkins@FSEcommunities.com  
410.742.5577

## **9. Representations & Warranties.**

You represent and warrant for the benefit of FSE, its service providers, and their respective licensors and suppliers that:

- you are at least 18 years of age or have parental consent;
- all information that you submit to us is true, accurate, complete, and current and that you own all rights in your Feedback and Submissions or, alternatively, you have sufficient rights in your Feedback and Submissions to grant us the rights described in these Terms;
- you will keep your registration information updated and current;
- you will be responsible for all use of your password or other credentials even if such use was conducted without your authority or permission; and
- you will not use the Site for any purpose that is unlawful or prohibited by this Agreement.

## **10. Payments**

10.1 If applicable, you agree to pay all application fees billable immediately to the account identified in your application for the purpose of application processing, which fees are earned upon the submission and receipt of an application or other payment. If payment is made by eCheck/ACH, you understand that if such payment is returned from the bank for any reason, you may be charged additional returned item fee(s), which will be added to the original amount and auto-debited from your bank account approximately ten (10) 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 your leasing office for details. Additional fees may also be assessed by FSE, our service provider (Entrata), and/or your bank. Your copy of the application will serve as a receipt for the application fee collected.

10.2 Convenience fees are charged by our service provider (Entrata), and not by us. Convenience fees are not surcharges. Entrata 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. All payment methods initiated through the online platform are charged a convenience fee including credit card, debit card, electronic checks, and cash payments. These fees are being charged by Entrata for providing the convenience of an online payment channel or other convenient channel.

10.3 If you are applying for a lease, no guarantees are made to you that a unit or other 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.

10.4 You authorize FSE or through any vendor of our choosing to obtain 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. There are no warranties offered by FSE or Entrata, whether express or implied.

10.5 You hereby authorize Entrata to initiate transaction entries, including convenience fees noted herein, to your transaction 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.

10.6 You hereby acknowledge that Entrata may apply a convenience fee with each transaction initiated through the Payment Gateway. As used here, "Payment Gateway" means the electronic systems through which you may pass payment information to us, including but not limited to the following categories of information: name, mailing address, email address, and dollar amount of payments received. Entrata 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.

10.7 FSE and Entrata make every effort to comply with all payment processing rules and regulations. If you believe you have been charged a convenience fee in error, please contact FSE or contact Entrata directly at 877-826-9700 ext. 1.

10.8 Your credit card or bank account billing statement will show a charge item that shows FSE as the payee. If you believe a transaction was made improperly, please contact the FSE Leasing Office.

10.9 We reserve the right to cancel your transaction processing account at any time for any reason, and 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.

10.10 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 ENTRATA, PROPERTY MANAGEMENT COMPANY, 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 BY ACCIDENT OR BECAUSE YOU FAILED TO CANCEL YOUR RECURRING PAYMENT. You can cancel your service by calling (877) 826-9700 ext. 1 or sending an email to [generalsupport@entrata.com](mailto:generalsupport@entrata.com). We, in our sole discretion, may cancel this service without notice. If you choose not to use the Payment Gateway, you may pay by mailing or hand-delivering your payment to the Leasing Office. We accept checks, money orders, and certified bank funds.

## **11. Linked Third Party Websites.**

Links to other websites operated by third parties, including any Partners, do not constitute sponsorship, endorsement, or approval by FSE of the content, policies, or practices of such linked websites. Linked

websites are not operated, controlled, or maintained by FSE, and we are not responsible for the availability, content, policies, or practices of linked websites, including without limitation privacy policies or practices. Links to other websites are provided for your convenience only, and you access them at your own risk.

## **12. Use of the Site.**

By accessing and using the Site you undertake and agree to do so in a legal and ethical manner and subject to these Terms of Use. Any transaction or transmission which violates federal, state or local laws is expressly prohibited. You acknowledge and agree that you shall not use the Site to transmit material, or otherwise engage in any activity, that is defamatory, tortious, harmful, obscene, infringing, offensive, bullying, harassing, scandalous, hateful, inflammatory, threatening, unlawful, profane, pornographic, invasive of privacy or otherwise objectionable in relation to your use of the Site including without limitation, anything that facilitates illegal activity, depicts sexually explicit images, promotes violence, is discriminatory, is illegal or which could or does cause damage or injury to any person or property, could give rise to any civil or criminal liability under applicable law, including, without limitation, any material that you are not entitled to post or transmit, or where such posting or transmission is in breach of any duty of confidentiality and/or third party intellectual property rights.

You may not use any automatic device, program or technology, or any equivalent manual process, to access, acquire, copy, probe, test or monitor any portion of the Site or Content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site. You agree that you will not take any action that imposes an unreasonable or disproportionate load on the infrastructure of the Site.

Except as expressly set out in these Terms of Use or as permitted by applicable law, you hereby agree:

- not to copy any of the Site except where such copying is incidental to normal use of the Site, or where it is necessary for the purpose of back-up or operational security;
- not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify any of the Site or Content therein;
- not to make alterations to, or modifications of, the whole or any part of the Site, or permit the Site or any part of it to be combined with, or become incorporated in, any other programs;
- not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Site or attempt to do any such thing except to the extent that such actions cannot be prohibited by applicable law;
- not to provide or otherwise make available the Site in whole or in part (including object and source code), in any form to any person without our prior written consent;
- not to impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- not to use the Site (or any part(s) of it) in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms of Use, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code or technology, including viruses, or harmful data, into the Site (or into the website linked to the Site) or any operating system;
- not to infringe our intellectual property rights or those of any third party in relation to your access and/or use of the Site;



- not to collect Site users' information, or otherwise access the Site or our systems, using automated means (e.g. harvesting bots, robots, spiders, or scrapers, etc.) or attempt to decipher any transmissions to or from the servers running the Site;
- not to manipulate any identifiers to disguise the origin of a message;
- not to solicit login information or access an account belonging to someone else;
- not to disclose any other user's personal information without their prior express agreement. This means that if you happen to know another user's identity you must not disclose this to any other user or to any other third party;
- not to facilitate or encourage any breach by any other party of these Terms of Use (or any part thereof);
- not to use the Site in any manner which could damage, disable, overburden, impair or compromise the Site, our systems or security or interfere with other users or any other party's computer systems or hack or gain unauthorised access to the Site or Content or data.

### **13. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY AS TO THE SITE AND CONTENT.**

NEITHER FSE, ANY OF OUR PARTNERS NOR ANY OF THEIR RESPECTIVE AFFILIATES OR RELATED ENTITIES MAKES ANY WARRANTIES OR REPRESENTATIONS WHATSOEVER WITH RESPECT TO THE SITE OR ANY LINKED WEBSITE OR ITS CONTENT, INCLUDING THE AVAILABILITY OF ANY LINKED WEBSITE OR THE CONTENT, INFORMATION AND MATERIALS ON IT OR THE ACCURACY, COMPLETENESS, OR TIMELINESS OF THAT CONTENT, INFORMATION AND MATERIALS. FSE, OUR PARTNERS AND THEIR RESPECTIVE AFFILIATES OR RELATED ENTITIES ALSO DO NOT WARRANT OR REPRESENT THAT YOUR ACCESS TO OR USE OF THE SITE OR ANY LINKED WEBSITE WILL BE UNINTERRUPTED OR FREE OF ERRORS OR OMISSIONS, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR ANY LINKED WEBSITE IS FREE OF COMPUTER VIRUSES OR OTHER HARMFUL COMPONENTS. WITHOUT LIMITING THE FOREGOING, ALL CONTENT, INFORMATION AND MATERIAL PROVIDED ON THE SITE IS PROVIDED TO USERS "AS IS" WITH NO WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SECURITY OR ACCURACY. THE "AS IS" CONDITION OF THE CONTENT, INFORMATION AND MATERIALS PROVIDED ON THE SITE OR ANY LINKED WEBSITE IS EXPRESSLY MADE A CONDITION OF ANY TRANSACTION ARISING THROUGH OR AS A RESULT OF THE SITE. PLEASE NOTE THAT SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THE EXCLUSION OF IMPLIED WARRANTIES.

WHILE FSE TAKES REASONABLE STEPS TO SAFEGUARD AND TO PREVENT UNAUTHORIZED ACCESS TO YOUR PERSONAL INFORMATION, WE ARE NOT RESPONSIBLE FOR THE ACTS OF THOSE WHO GAIN UNAUTHORIZED ACCESS, AND WE MAKE NO WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, THAT WE WILL PREVENT UNAUTHORIZED ACCESS TO YOUR PERSONAL INFORMATION.

**UNDER NO CIRCUMSTANCES SHALL FSE, ANY OF OUR PARTNERS AND SERVICE PROVIDERS, ANY OF OUR OR THEIR RESPECTIVE AFFILIATES OR RELATED ENTITIES, OR ANY OF OUR OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, SUCCESSORS OR ASSIGNS BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, ARISING IN ANY WAY OUT OF ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SITE OR ANY LINKED**

**WEBSITE OR ITS CONTENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS, BUSINESS INTERRUPTION, OR LOSS OF PROGRAMS OR OTHER DATA ON COMPUTER SYSTEMS OR OTHERWISE, EVEN IF FSE OR ANY OF ITS PARTNERS ARE EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

#### **14. DISCLAIMER OF WARRANTY AND LIMITATION ON LIABILITY AS TO OUR SERVICES.**

THE ONLY WARRANTIES, IF ANY, MADE BY FSE WITH RESPECT TO OUR SERVICES LICENSED OR PURCHASED BY YOU, WHETHER THROUGH THE SITE, IF AVAILABLE, OR OTHERWISE ARE CONTAINED IN THE SERVICES AGREEMENT OR OTHER WRITTEN AGREEMENT BETWEEN YOU AND FSE APPLICABLE TO SUCH PRODUCT OR SERVICE. EXCEPT FOR ANY SUCH WARRANTIES, FSE AND OUR PARTNERS FURNISH ALL SERVICES SOLD OR PROVIDED ON THE SITE ON AN "AS IS" BASIS, WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PLEASE NOTE THAT SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THE EXCLUSION OF IMPLIED WARRANTIES.

**UNDER NO CIRCUMSTANCES SHALL FSE, OUR PARTNERS OR ANY OF OUR RESPECTIVE AFFILIATES OR RELATED ENTITIES OR ANY OF OUR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST DATA, AND BUSINESS INTERRUPTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, ARISING IN ANY WAY FROM ANY PRODUCTS OR SERVICES SOLD, ADVERTISED OR PROVIDED ON THE SITE, EVEN IF FSE OR ANY OF ITS PARTNERS ARE EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS SPECIFICALLY SET FORTH IN ANY RENTAL OR LEASE AGREEMENT BETWEEN YOU AND FSE, IN NO EVENT SHALL THE LIABILITY OF FSE OR ANY OF ITS PARTNERS EXCEED \$1,500.00.**

#### **15. Indemnification.**

**YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS FSE, ENTRATA, THEIR AFFILIATES, LICENSORS AND SERVICE PROVIDERS AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, LICENSORS, SUPPLIERS, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY CLAIMS, LIABILITIES, DAMAGES, JUDGEMENTS, AWARDS, LOSSES, COSTS, EXPENSES OR FEES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR RELATING TO (1) YOUR VIOLATION OF THESE TERMS; (2) YOUR USE OF THE SITE, INCLUDING, BUT NOT LIMITED TO, THE USER CONTENT PROVIDED BY YOU, ANY USE OF THE SITE'S CONTENT, SERVICES AND PRODUCTS OTHER THAN AS EXPRESSLY AUTHORIZED IN THESE TERMS; (3) YOUR USE OF ANY INFORMATION OBTAINED FROM THE SITE; OR (4) YOUR VIOLATION OF ANY LAW. NEITHER FSE NOR ENTRATA WILL BE RESPONSIBLE OR LIABLE FOR UNAUTHORIZED ACCESS OF FACILITIES OR TO YOUR DATA OR PROGRAMS DUE TO ACCIDENT, ILLEGAL OR FRAUDULENT MEANS OR DEVICES. THE FOREGOING INDEMNIFICATION OBLIGATION SHALL SURVIVE THE TERMINATION OF THESE TERMS AND THE SITE AND ANY PRODUCT OR SERVICE PROVIDED TO YOU ARISING OUT OF OR RELATING TO YOUR USE OF THE SITE.**

**16. FORCE MAJEURE** FSE will not be liable for performance of services where delayed by an act of force majeure including but not limited to: war, riot, embargoes, strikes, or acts of our vendors and suppliers, concealed acts of workmen (whether ours or others), or accidents.

## **17. Miscellaneous.**

These Terms 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. For clarity, these Terms do not supersede any written services agreements, license agreements, maintenance agreements, or similar agreements between the parties. No waiver by FSE of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the Terms and shall not affect the validity and enforceability of any other provisions of the Terms. The headings and captions in these Terms are intended for convenience only and shall in no way affect the interpretation of the Terms.

EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE, ACTION, PROCEEDING OR LITIGATION ARISING OUT OF, IN CONNECTION WITH OR RELATED TO, THESE TERMS, YOUR USE OF THE SITE OR, IF AVAILABLE, ANY PRODUCTS OR SERVICES YOU PURCHASE USING THE SITE. EACH PARTY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF EITHER PARTY HAS REPRESENTED OR OTHERWISE INDICATED THAT SUCH PARTY WOULD NOT SEEK TO ENFORCE THIS WAIVER OF RIGHT OF A JURY TRIAL IN THE EVENT OF ANY DISPUTE, ACTION, PROCEEDING OR LITIGATION. EACH OF THE PARTIES AGREES THAT THIS WAIVER IS A MATERIAL INDUCEMENT FOR ENTERING INTO THESE TERMS.

Access to or use of The Site shall not be construed as the purposeful availment by FSE or any of its Partners of the privilege or benefits of doing business in any state or legal jurisdiction other than the State of Maryland. These Terms, and any disputes of any kind between you and FSE, shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to its conflicts or choice of laws provisions. Sole and exclusive jurisdiction for any action or proceeding arising out of, or related to, these Terms, use of The Site, including any orders placed or products purchased on the Site if such feature is available on the Site, shall be in the federal court located in the District of Maryland or in the state courts located in Wicomico County, Maryland.

If you have any questions about these Terms, please contact us at:

Fairfax Station Enterprises, LLC  
925 Eastern Shore Drive, Suite 1  
Salisbury, MD 21804  
410.742.5577  
[Bret.Hopkins@FSEcommunities.com](mailto:Bret.Hopkins@FSEcommunities.com)