

TERMS OF SERVICE

Last Modified: August 4, 2022

These Terms of Service, including any policies, rules and other terms that are expressly incorporated herein by reference (collectively, the “**Terms**”), set forth a legally binding agreement between you (“**you**” or “**your**”) and Landing Platforms LLC (collectively, “**we**,” “**us**,” or “**our**”). These Terms govern your use of our website located at <https://www.hellolanding.com/> and on our Landing App (the “**Site**”), and any content, listing platform, information, new features and applications, or services made available on or through the Site (collectively, including the Site, the “**Services**”). Please read these Terms carefully before using the Site or any of the Services.

ARBITRATION NOTICE: SECTION 23 (DISPUTE RESOLUTION) OF THESE TERMS CONTAINS A MUTUAL ARBITRATION AGREEMENT AND CLASS ACTION WAIVER THAT WAIVES YOUR RIGHT TO A COURT HEARING AND JURY TRIAL. YOU AGREE THAT ANY AND ALL DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. PLEASE READ SECTION 23 (DISPUTE RESOLUTION) CAREFULLY.

1. LISTING AND INFORMATION SERVICE

The Services are an online listing, searching and information service for apartment hunters. Landing Platforms LLC does not (a) broker, lease, or sublease or offer to broker, lease or sublease, or own apartments directly and is not a party to any transaction between landlords (including, as applicable, property management companies and/or property managers) and renters, (b) guarantee or ensure any apartment or any transaction between a renter and landlord, (c) conduct background screening on rental candidates, execute any lease or sublease documentation on behalf of renters or landlords or collect payment on behalf of renters or landlords, or (d) act as a property manager, broker, payment processor, money transmitter, payment manager, debt collector, or credit reporting agency, and does not guarantee any results from using the Service. Certain services (including leasing) may be provided by third parties and affiliated entities, including, without limitation, background screening and payment facilitating and processing services. You may be subject to additional third-party terms and conditions for such services, which will be provided to you for review and acceptance, if applicable, at the time of use of such services. You are strongly encouraged to personally inspect any apartment advertised for rent prior to: signing any lease documentation; providing personal information such as a social security number on a lease application; or wiring or otherwise sending money for any deposit, rent payment or application fee. **By using the Services, you acknowledge that published rents and availabilities are subject to change at the sole discretion of the property owner or manager at any time and without further notice.**

2. ACCEPTANCE OF TERMS

By accessing or using the Site or the Services, or by clicking to accept these Terms when this option is made available to you, you accept and agree to be bound by these Terms. In addition to these Terms, your access to and use of certain portions or aspects of the Site, or your ability to access and/or use certain Services, may require you to accept additional terms and conditions (collectively, “**Additional Terms**”). The Additional Terms are hereby incorporated and made a part of these Terms by this reference. If you wish to lease or sublease an apartment, you will need to agree to terms and conditions with Caliza, LLC that are a separate agreement from these Terms and are solely between you and Caliza, LLC.

THESE TERMS GOVERN YOUR ACCESS TO AND USE OF THE SITE AND THE SERVICES. BY USING THE SITE AND/OR ANY OF THE SERVICES, YOU EXPRESSLY AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS OR USE THE SITE OR THE SERVICES.

3. AVAILABILITY OF THE SERVICES

Due to the nature of the Internet, we cannot guarantee the continuous and uninterrupted availability and accessibility of the Services. We may restrict the availability of the Services or certain areas or features thereof, if this is necessary in view of capacity limits, the security or integrity of our servers, or to carry out maintenance measures that ensure the proper or improved functioning of the Services. We may improve, enhance and modify the Services and introduce new Services from time to time. We reserve the right to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. You agree that we will not be liable to you or to any third party for any modification, suspension or discontinuance of the Services.

4. AGE REQUIREMENTS

You must be at least the age of majority in your state of residence, and fully able and competent to enter into and abide by the terms and conditions of these Terms, in order to access and use the Site and/or the Services. Individuals under the age of majority are not eligible to use the Site or the Services and may not submit any personal information to us. By accessing or using the Site and/or the Services, you represent and warrant that you are at least the age of majority in your state of residence, are legally entitled to enter into these Terms, and have the right, authority and capacity to enter into and abide by the terms and conditions of these Terms.

5. MODIFICATION TO THESE TERMS

Such changes shall be effective when posted on the Site, or when we otherwise notify you by e-mail you or a separate notification on the Site. Please check these Terms periodically for changes. Your continued use of the Site and/or the Services following our posting of any changes to these Terms means that you accept and agree to those changes.

6. PRIVACY POLICY

Our [Privacy Policy](http://www.hellolanding.com/privacy), located at <http://www.hellolanding.com/privacy>, governs the processing of all personal data collected from you in connection with your use of the Site and/or the Services. The [Privacy Policy](http://www.hellolanding.com/privacy) and its terms and provisions are hereby incorporated and made a part of these Terms by this reference. You must agree to the [Privacy Policy](http://www.hellolanding.com/privacy) in order to use the Site and/or the Services.

7. ACCESSIBILITY

We are committed to helping those with disabilities access the Site and/or Services. If you have difficulty using or accessing any element of the Site or the Services or if you have any feedback regarding accessibility of the Site or the Services, please feel free to contact us at care@hellolanding.com or 415-231-1701.

8. MOBILE SERVICES

Certain of the Services may be available via a mobile device. To the extent you access the Services through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing or using certain Services may be prohibited or restricted by your carrier, and not all Services may work with all carriers or devices. You agree that we may communicate with you by SMS, MMS, text message or other electronic means to your mobile device.

9. ACCOUNT ACCESS INFORMATION

In the event you are required to create an account to access any part of the Site and/or Services, you must treat your account information (including, without limitation, your username, password and any other piece of information required as part of our security procedures) as confidential, and you must not disclose the foregoing

to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person or entity with access to the Site and/or Services or portions of it using your username, password or other security information. In the event you are registering an account for a business, organization or other legal entity, you represent and warrant that you have the authority to legally bind that entity and grant us all permissions and licenses provided in these Terms. In addition, references herein to “you” and “your” will mean, collectively, you and such legal entity.

In the event you are required to create an account to access any part of the Site and/or Service, you can register an account using an email address and creating a password, or through your account with certain third-party social networking services, such as Facebook or Google (“**SNS Account**”). You will have the ability to disable the connection between your account and your SNS Account at any time.

You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You agree to be responsible for any use of the Site and/or Services or portions of it using your username, password or other security information. If you are a legal entity, you will be responsible for the actions of any individual who uses the Services under your account. In addition, if an individual using the Services under your account violates these Terms, you (as the responsible legal entity) will be deemed the breaching party under these Terms.

You may not register more than one (1) account unless we authorize you to do so. You may not assign or otherwise transfer your account to another party.

We have the right to disable any username, password or other identifier, whether chosen by you or provided by us, at any time, if you have violated any provision of these Terms. We will not be liable for any loss or damage arising from your failure to comply with this Section.

You acknowledge that we may establish general practices and limits concerning use of the Services, including without limitation the maximum period of time that data or other content will be retained by the Services and the maximum storage space that will be allotted on our servers on your behalf. You agree that we have no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Services. You acknowledge that we reserve the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that we reserve the right to change these general practices and limits at any time, in our sole discretion, with or without notice.

10. RESTRICTIONS ON USE

10.1 Restricted Use

You will not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Services except to the extent you are the legal owner of certain Content (as defined below in Section 10.2) or as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by us or our licensors, except for the licenses and rights expressly granted in these Terms.

10.2 Accuracy of Information as Condition to Site Access

To access parts of the Site or some of the resources it offers, you may be asked to provide certain, sometimes personal, information or we may, in our sole discretion, permit you to post, upload, publish, submit or transmit code, video, images, information, data, text, software, music, sound, photographs, graphics or messages (collectively, “Content”). You acknowledge and agree that you are solely responsible for all Content that you make available through the Services. By making available any Content on or through the Services, you hereby grant to us a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform,

transmit, stream, broadcast, access, and otherwise exploit such Content on, through, or by means of the Site and the Services. We do not claim any ownership rights in any such Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such Content. It is a condition of your use of the Site and/or the Services that all Content you provide on the Site and/or through the Services is correct, current and complete.

10.3 Required Disclosure of Content

You acknowledge and agree that we may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms; (c) respond to claims that any Content violates the rights of third parties; or (d) protect our rights, property, or personal safety, or the rights, property, or personal safety of our users and the public. You understand that the technical processing and transmission of the Services, including your Content, may involve (x) transmissions over various networks; and (y) changes to conform and adapt to technical requirements of connecting networks or devices.

10.4 Restricted Transmission

You agree not to use any device, software or routine to interfere with the proper functioning of the Services. In accessing or using the Services you may not:

- Submit or transmit any unlawful, threatening, abusive, libelous, defamatory, discriminatory, obscene, vulgar, pornographic (including, but not limited to, child pornography), profane, obscene, lewd, lascivious, filthy, vile or indecent information of any kind, including images and language;
- Submit or transmit any message that constitutes, encourages, or incites conduct that would constitute a criminal offense or give rise to civil liability;
- Submit or transmit a threat to kidnap or injure a person, a threat to injure the personal property or reputation of another person, a threat to accuse any person of a crime, a threat to inform another that a person has violated any law of the United States, or a threat of blackmail;
- Submit or transmit or solicit any information, software, or other material that violates or infringes upon the rights of others, including material that is an invasion of privacy or publicity rights; is protected by copyright, trademark, or other proprietary rights; or is a derivative work with respect thereto, without first obtaining permission from the owner or right holder;
- Submit or transmit any information, software, or other material that contains a virus or other harmful component;
- Use any software, tool, data, device, or other mechanism to navigate or search the Site, other than generally available browsers or a search engine provided by us;
- Use spiders, robots, data mining techniques or other automated devices or programs to catalog, download or otherwise reproduce, store or distribute any information or content available on the Site;
- Frame or utilize framing techniques to enclose any aspect of the Site, including any trademark, logo, or other proprietary information (including, but not limited to, images, text, page layout, or form) without our express written consent; or
- Use any metatags or any other “hidden text” utilizing our name or trademarks without our express written consent.

10.5 Other Restrictions

Additionally, you are prohibited from violating or attempting to violate any security features of the Site, including, without limitation:

- Accessing content or data not intended for you or logging onto a server that you are not authorized to access;
- Attempting to probe, scan or test the vulnerability of the Site, or any associated system or network, or to breach security or authentication measures without proper authorization;
- Interfering or attempting to interfere with service to any visitor, host or network, including, without limitation, by means of submitting a virus to the Site, overloading, “flooding,” “spamming,” “mail bombing,” or “crashing;”
- Violating security features that prevent, restrict, use or copying of any content or that enforce limitations on use of the Services or the content on the Site, including, without limitation, by use of any manual or automated software, devices, scripts bots, crawlers, spiders, data miners, scraping or other automatic access tools;
- Using the Services to send unsolicited e-mail, promotions, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or advertisements;
- Forging any TCP/IP packet header or any part of the header information in any e-mail or in any posting; or
- Attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by us in providing the Site.

Any violation of system or network security may subject you to civil and/or criminal liability.

11. USER COVENANTS

By accessing or using the Site and/or the Services, you agree, acknowledge, represent, and warrant as follows:

- You will comply with all applicable federal, state or local laws in using the Site and/or the Services, and you will not perform or fail to perform any act that you know or reasonably should know would place us or our affiliates in violation of any applicable law.
- You have all necessary authority, rights and permissions to submit the Content to the Site.
- The Content submitted or provided by you is complete, truthful, accurate and not misleading.
- The Content submitted or provided by you does not and will not infringe or misappropriate any copyright, trademark, trade secret, patent or any other intellectual property or other right of any third party, including any rights of privacy or publicity.
- You have the authority and capacity, under the laws of the state or jurisdiction in which you reside, to make the representations and warranties and be bound by the covenants provided herein.

12. COPYRIGHTS, TRADEMARKS, AND OTHER PROPRIETARY RIGHTS

When accessing and using the Site and/or the Services, you agree to obey the law and to respect the intellectual property rights of others. You agree that you shall be solely responsible for any violations of any relevant laws and for any infringement of third-party rights caused by any Content that you provide or transmit to us.

As between you and us, all content on the Site and the Services (excluding your Content), including text, hidden text within our source code, trademarks, software, photos, video, images, graphics, music, audio-visual content, podcasts, recordings, sound, or any other digital media, is owned by us and/or our licensors and is subject to protection by patent, copyright, trademark, or other proprietary rights. In addition, the entire content of the Site is copyrighted as a collective work under the United States copyright laws, and we own the copyright in the selection, coordination, arrangement, and enhancement of such content. Any feedback you provide to us relating to the Site and/or the Services shall be deemed to be non-confidential and non-proprietary to you. By submitting feedback to us, you grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to you.

The technology and software underlying the Services or distributed in connection therewith are the property of Landing Platforms LLC, our affiliates and our partners (the “Software”). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by Landing Platforms LLC.

All trademarks, trade names, trade dress, logos, and service marks (collectively, the “**Trademarks**”) appearing on the Site and/or the Services are the property of their respective owners, including, in some instances, us and/or our partner companies. Nothing contained on the Site, the Services or these Terms serves to grant you, by implication or otherwise, a license or right to use any of the Trademarks or copyrights owned by us or by any third party.

Except as expressly provided herein, you may not use, modify, create derivative works of, copy, redistribute, reproduce, publish, transmit, display, commercialize, or in any other way exploit any content or material from the Site or the Services without express written permission from us and, if applicable, the respective copyright owner. You acknowledge and agree that you do not acquire any ownership rights by accessing or using the Site and/or the Services.

13. MONITORING; COPYRIGHT COMPLAINTS

You agree that we have the right, but not the obligation, to monitor, suspend, terminate, edit, disclose, refuse to post, or remove at any time, for any reason in our sole discretion, any material, content, and/or activity anywhere on the Site or the Services. In the event you post or provide content in violation of these Terms or to which you do not have adequate rights, we may suspend or terminate your access to or use of the Site or the Services. Notwithstanding this right, we do not and cannot review all materials submitted to the Site or the Services. If notified, we will investigate an allegation that Content transmitted to us is in violation of these Terms and determine whether to have the communication removed. However, we assume no responsibility or liability arising from or relating to any actions or Content transmitted by or between you or any third party within or outside of the Site or the Services, including, but not limited to, any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained therein.

Digital Millennium Copyright Act

We may, in appropriate circumstances, terminate the access of users who infringe or otherwise violate the rights of others. While we reserve the right to terminate the access of users who infringe or otherwise violate the rights of others in our sole discretion, if you are a Repeat Offender (as defined below), your access to the Site or the

Services will be suspended or terminated. **“Repeat Offender”** shall mean any user of the Site or the Services against whom we receive three (3) or more Infringement Notifications (as defined below).

If you believe that your work has been copied and is accessible on the Site or Services in a way that constitutes copyright infringement, you may notify us (each, an **“Infringement Notification”**) by providing the following information (as required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (**“DMCA”**), 17 U.S.C. sec. 512):

- A physical or electronic signature of the person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at the Site are covered by a single notification, a representative list of such works at the Site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact you, such as an address, telephone number and, if available, an e-mail address;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by you, your agent, or the law; and
- A statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Please send the written communication to our copyright agent by e-mail and by U.S. Mail to:

17 20th Street
North Birmingham, AL 35203
Attn: DMCA Agent
E-mail: care@hellolanding.com
E-mail Subject: “DMCA Request”

14. THIRD-PARTY SITES

We may provide links and pointers to websites, goods, and/or services maintained, owned, or controlled by others (**“Third-Party Sites”**) that are not affiliated with us and may be located in different countries and that may be subject to different regulatory and other legal requirements. We have not reviewed all of the Third-Party Sites linked to the Site or the Services and are not responsible for the content or services offered on such Third-Party Sites, including, but not limited to, any advertising, order processing and fulfilment, or payment terms related to such Third-Party Sites. Access to Third-Party Sites through the Site or the Services does not constitute an endorsement by us or any of our subsidiaries or affiliates of any such Third-Party Sites, or the content or services offered by them. We have no responsibility or liability for these Third-Party Sites’ independent policies or actions and are not responsible for the privacy practices of such Third-Party Sites or retailers. Complaints, claims, concerns, or questions regarding Third-Party Sites should be directed to the applicable third party.

15. SOCIAL MEDIA NETWORK SERVICES

You may enable or log in to the Services via various online third-party services, such as social media and social networking services like Facebook or Twitter (**“Social Networking Services”**). By logging in or directly integrating these Social Networking Services into the Service, we make your online experiences richer and more personalized. To take advantage of this feature and capabilities, we may ask you to authenticate, register for or log into Social Networking Services on the websites of their respective providers. As part of such integration, the

Social Networking Services will provide us with access to certain information that you have provided to such Social Networking Services, and we will use, store and disclose such information in accordance with our Privacy Policy. For more information about the implications of activating these Social Networking Services and our use, storage and disclosure of information related to you and your use of such services within our Site and/or Services (including your friend lists and the like), please see our Privacy Policy. However, please remember that the manner in which Social Networking Services use, store and disclose your information is governed solely by the policies of such third parties, and we shall have no liability or responsibility for the privacy practices or other actions of any third-party site or service that may be enabled within the Services.

Additionally, we are not responsible for the accuracy, availability or reliability of any information, content, goods, data, opinions, advice or statements made available in connection with Social Networking Services. As such, we are not liable for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Social Networking Services. We enable these features merely as a convenience and the integration or inclusion of such features does not imply an endorsement or recommendation.

16. UPDATES

We will not be liable if, for any reason, all or part of the Site or the Services is ever unavailable. We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Site or the Services, or any part thereof, with or without notice. We undertake no obligation to update, amend, or clarify information on the Site or the Services, except as required by law. No specified update or refresh date applied on the Site should be taken to indicate that all information on the Site or the Services has been modified or updated. Please remember when reviewing information on the Site or the Services that such information may not represent the complete information available on a subject. In addition, subsequent events or changes in circumstances may cause existing information on the Site or the Services to become inaccurate or incomplete.

On occasion, information on the Site or the Services may contain errors. We reserve the right to, at any time without prior notice, correct any errors, inaccuracies, or omissions, and to change or update information.

17. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SITE AND THE SERVICES (INCLUDING, WITHOUT LIMITATION, ANY PRODUCTS OFFERED VIA THE SITE) IS AT YOUR SOLE RISK. THE SITE AND THE SERVICES (INCLUDING, WITHOUT LIMITATION, ANY PRODUCTS OFFERED VIA THE SITE) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE 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, AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE SITE OR THE SERVICES (INCLUDING, WITHOUT LIMITATION, ANY PRODUCTS OFFERED VIA THE SITE) WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, UNFAILINGLY SECURE, OR ERROR-FREE, THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE OR THE SERVICES WILL BE ACCURATE OR RELIABLE, THAT THE QUALITY OF ANY INFORMATION OR MATERIALS OBTAINED BY YOU THROUGH THE SITE OR THE SERVICES WILL MEET YOUR EXPECTATIONS, AND THAT ANY ERRORS IN THE SITE OR THE SERVICES WILL BE CORRECTED. YOUR SOLE REMEDY AGAINST US FOR DISSATISFACTION WITH THE SITE OR THE SERVICES IS TO STOP USING THE SITE OR THE SERVICES, AS APPLICABLE. THE FOREGOING LIMITATION OF RELIEF IS AN ESSENTIAL PART OF THE BARGAIN BETWEEN YOU AND US UNDER THESE TERMS. PLEASE NOTE THAT SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON THE

LENGTH OR SCOPE OF AN IMPLIED WARRANTY, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

18. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL WE AND/OR OUR SUCCESSORS, ASSIGNS, AFFILIATES, LICENSORS, SERVICE PROVIDERS, MEMBERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, AND MANAGERS BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE REASONABLY FORESEEABLE), RESULTING FROM (I) THE USE OR THE INABILITY TO USE THE SITE OR THE SERVICES (INCLUDING, WITHOUT LIMITATION, ANY PRODUCTS OFFERED VIA THE SITE); (II) ANY ACT OR OMISSION BY YOU THAT IS BASED (IN WHOLE OR IN PART) ON ANY INFORMATION, STATEMENT OR CONTENT THAT IS PROVIDED OR OTHERWISE MADE AVAILABLE TO YOU BY OR THROUGH THE SITE OR THE SERVICES; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR OTHER DATA; OR (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE. IN NO EVENT SHALL THE COLLECTIVE LIABILITY OF LANDING PLATFORMS LLC AND OUR SUCCESSORS, ASSIGNS, AFFILIATES, LICENSORS, SERVICE PROVIDERS, MEMBERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, AND MANAGERS TO YOU, FOR ANY AND ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED, IN THE AGGREGATE, ONE HUNDRED U.S. DOLLARS (\$100). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES AND/OR THE LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, IN CERTAIN JURISDICTIONS, SOME OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU; ALL OTHER PROVISIONS OF THESE TERMS REMAIN IN FULL FORCE AND EFFECT.

THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN US AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU OR BE ENFORCEABLE WITH RESPECT TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE OR THE SERVICES OR WITH THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SITE AND THE SERVICES.

IF YOU ARE A USER FROM NEW JERSEY, THE FOREGOING SECTIONS TITLED “DISCLAIMER OF WARRANTIES” AND “LIMITATION OF LIABILITY” ARE INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER THE LAWS OF THE STATE OF NEW JERSEY. IF ANY PORTION OF THESE SECTIONS IS HELD TO BE INVALID UNDER THE LAWS OF THE STATE OF NEW JERSEY, THE INVALIDITY OF SUCH PORTION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTIONS.

19. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless us, our affiliates, our subsidiaries, and each of our and their respective shareholders, members, managers, directors, officers, employees, personnel, agents, successors and assigns (collectively, the “**Company Parties**”) from and against any and all claims, allegations, demands, actions, causes of action, lawsuits, investigations and proceedings (including any and all liability, damages, costs, expenses (including reasonable attorneys’ fees), settlements, fines, penalties and losses of any kind or nature whatsoever resulting from any of the foregoing) arising out of or in connection with: (i) your violation or breach of these Terms; (ii) your use of the Site and/or the Services (including, without limitation, any products offered via the

Site); (iii) your dispute with another user; (iv) your violation of any rights of any third party; (v) any claim related to any Content or information you provide; (vi) your violation of applicable law. This indemnification obligation will continue after you stop using the Site and/or the Services. We reserve the right to assume the exclusive defense and control of any claim and matter otherwise subject to indemnification by you at your expense, and you shall not in any event settle or otherwise dispose of any matter without our prior written consent.

If you are a California resident, you waive California Civil Code Section 1542, which says: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.” If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

20. FORCE MAJEURE

We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), restraints or delays affecting carriers, inability to obtain or delay in obtaining adequate or suitable supplies, breakdown of materials or telecommunications, or power outage.

21. NOTICES

We may send you responses or notices by e-mail, posting to the Site, or written communication sent by U.S. Postal Service. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

22. GOVERNING LAW

These Terms and your use of the Site and/or the Services shall be governed by and construed for both substantive and procedural purposes in accordance with the laws of the State of Delaware, U.S.A., without giving effect to any principles of any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the laws of any jurisdiction other than those of the State of Delaware to apply. With respect to any disputes or claims not subject to arbitration, as set forth below, you and Landing Platforms LLC agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within Alabama.

23. DISPUTE RESOLUTION BY BINDING ARBITRATION: Please read this section carefully as it affects your rights.

23.1 Agreement to Arbitrate

This Dispute Resolution by Binding Arbitration section is referred to in these Terms of Service as the “Arbitration Agreement.” You agree that any and all disputes or claims that have arisen or may arise between you and Landing Platforms LLC, whether arising out of or relating to these Terms of Service (including any alleged breach thereof), the Services, any advertising, any aspect of the relationship or transactions between us, or in any way connected with or pertaining or related to your relationship or dealings with Landing Platforms LLC shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. **YOU AGREE THAT, BY ENTERING INTO THESE TERMS OF SERVICE, YOU AND LANDING PLATFORMS LLC ARE EACH, TO THE FULLEST EXTENT ALLOWED BY LAW, WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. YOUR RIGHTS WILL BE**

DETERMINED BY A NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY. THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS ARBITRATION AGREEMENT.

23.2 Prohibition of Class and Representative Actions and Non-Individualized Relief

YOU AND LANDING PLATFORMS LLC AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND LANDING PLATFORMS LLC AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S), EXCEPT THAT YOU MAY PURSUE A CLAIM FOR AND THE ARBITRATOR MAY AWARD PUBLIC INJUNCTIVE RELIEF UNDER APPLICABLE LAW TO THE EXTENT REQUIRED FOR THE ENFORCEABILITY OF THIS PROVISION.

23.3 Pre-Arbitration Dispute Resolution

Landing Platforms LLC is always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to the customer's satisfaction by emailing customer support at care@hellolanding.com. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("**Notice**"). The Notice to Landing Platforms LLC should be sent to 9 20th Street North, Birmingham, AL 35203 ("**Notice Address**"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Landing Platforms LLC and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or Landing Platforms LLC may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Landing Platforms LLC or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Landing Platforms LLC is entitled.

23.4 Arbitration Procedures

Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("**AAA**") Consumer Arbitration Rules (collectively, the "**AAA Rules**") and procedures, as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, <https://www.adr.org/sites/default/files/Consumer-Rules-Web.pdf>. Unless Landing Platforms LLC and you agree otherwise, any arbitration hearing shall be conducted in Birmingham, Alabama. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Terms of Service as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under these Terms of Service and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons. If your claim is for \$10,000 or less, Landing Platforms LLC agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic or video hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of

the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

23.5 Confidentiality

All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties, unless necessary to enforce or confirm an award granted by the arbitrator, in which case the enforcing party may file the award in a court of competent jurisdiction.

23.6 Severability

If a court or the arbitrator decides that any term or provision of this Arbitration Agreement (other than the subsection, titled “Prohibition of Class and Representative Actions and Non-Individualized Relief,” above) is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of the subsection above titled “Prohibition of Class and Representative Actions and Non-Individualized Relief” are invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void, unless such provisions are deemed to be invalid or unenforceable solely with respect to claims for public injunctive relief. The remainder of these Terms of Service will continue to apply.

23.7 No Waiver of Remedies for Small Claims or Related Matters

This arbitration agreement does not limit the right of either party to pursue actions in court where the amount in controversy does not exceed \$3,000. This arbitration agreement does not limit the ability of Landing Platforms LLC to obtain provisional or ancillary remedies including injunctive relief, before, during, or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of any party to submit any dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in this paragraph.

24. INJUNCTIVE RELIEF

You acknowledge that any breach of these binding Terms is a material breach of this agreement between you and us and will cause irreparable harm and injury to us, for which there is no adequate remedy at law. Thus, in addition to all other remedies available at law or in equity, you agree that in the event of such breach we shall be entitled to injunctive or other equitable relief, whether or not liquidated damages are available, without the requirement that we post a bond.

Material breach of these binding Terms harms our integrity, functionality and reputation; detracts from users’ trust in and use of the Site; and damages our business. Accordingly, you acknowledge and agree that we incur actual damages, which are extremely difficult or impossible to quantify, as a result of material breach of these binding Terms. For the avoidance of doubt, such damages would not constitute an adequate remedy at law or in any way affect your agreement that we would be entitled to injunctive or other equitable relief in the event of such breach.

25. TERMINATION OF SERVICE

You understand and agree that in our sole discretion, and without prior notice, your access to the Site and Services may be terminated or suspended, and we may exercise any other remedy available and remove any Content, if we believe that your use of the Services and/or any Content you provide (a) violates (i) these Terms, (ii) our rights or the rights of our affiliates, licensors, or another user, or (iii) any law or regulation, or are otherwise objectionable or inappropriate; or (b) constitutes fraudulent or unlawful activity of any nature.

26. WAIVER

You understand and agree that any individual or entity that violates any term of these Terms is precluded from enforcing, agrees not to enforce, and covenants not to sue to enforce, any similar or related provision in any contract, including terms and conditions, terms of use and terms of service, asserted by such individual, entity or any affiliate thereof, as binding upon us or any of our affiliates.

27. MISCELLANEOUS

The division of these Terms into sections and the headings of the various sections in these Terms are for convenience of reference only and shall not affect the construction or interpretation of these Terms. You acknowledge and agree that any principle of construction or rule of law that provides that an agreement shall be construed against the drafter of the agreement in the event of any inconsistency or ambiguity in such agreement shall not apply to these Terms. Our failure to insist upon or enforce strict performance of any provision of these Terms shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of these Terms. No joint venture, partnership, employment, or agency relationship exists between you and us as a result of these Terms or your use of the Services. We may assign our rights and duties under these Terms to any party at any time without notice to you and without your express consent. You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves you of any of your obligations under these Terms. There shall be no third-party beneficiaries to these Terms. Any provision of these Terms that contemplates performance or observance subsequent to any expiration or termination of these Terms, or which is otherwise necessary to interpret the respective rights and obligations of the parties hereunder, shall survive any expiration or termination of these Terms and continue in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of these Terms and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. If any provision of these Terms shall be held unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions (except with respect to Section 23, which shall be governed by Section 23.7). These Terms, together with our [Privacy Policy](#), and all other documents incorporated herein by reference, constitute the entire agreement between the parties pertaining to the subject matter hereof and supersede any agreements previously existing between the parties with respect to such subject matter.

28. U.S. USE ONLY

The Site, and the content, Services, products and incentives we may provide from time to time on and through the Site, are intended to comply with U.S. state and federal laws and regulations. Software available in connection with the Services and the transmission of applicable data, if any, is subject to United States export controls. No Software may be downloaded from the Services or otherwise exported or re-exported in violation of U.S. export laws. We make no representation that the Site or any of the materials or the Services to which you have been given access are available or appropriate for use in other locations. Those who access or use the Site from other jurisdictions do so at their own volition and you agree to comply with all local rules and laws regarding your use of the Service, including as it concerns online conduct and acceptable content. If you are a non-U.S.-based user, be advised that other countries may have laws or regulatory requirements that differ from those in the United States. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, in certain jurisdictions, some of the above limitations of liability may not apply to you; all other provisions of these Terms remain in full force and effect.

29. NOTICE FOR CALIFORNIA USERS

Under California Civil Code Section 1789.3, California users of the Services are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N. 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

30. QUESTIONS

If you have any questions or comments regarding these Terms, our [Privacy Policy](#), the Site, or the Services, please feel free to contact us by e-mail at care@hellolanding.com.