

Terms and Conditions

Property Solutions International, Inc. and AvalonBay Communities, Inc. advise you "Applicant" to read these Terms and Conditions in their entirety before submitting any step of this online application. By clicking Next on any step of the online application, Property Solutions International, Inc., AvalonBay Communities, Inc. and Applicant hereby agree as follows:

If applicable, Applicant agrees to pay application fee billable immediately to the account identified in this application for the purpose of application processing, which is earned upon the submission and receipt of this application. If Application Fee is paid by eCheck, Applicant understands he or she will be charged an additional fee of \$20.00 if eCheck payment is returned from the bank for any reason, which will be added to the original amount and auto-debited from Applicant's bank account at least 10 days after initial payment fails. Additional fees may also be assessed by your bank and/or AvalonBay Communities, Inc. The applicant's copy of this application will serve as a receipt for the application fee collected. *If you are in California, you may access an itemized receipt for your application fee and a copy of a Notice of Consumer Reports by following these links:*

- [California Application Receipt](#)
- [Notice of Consumer Reports](#)

The Application Fee is a generally non-refundable application fee for processing this Application and will not be refunded to you unless any of the costs itemized on the receipt are not actually incurred by us. You agree to pay the Application Fee in connection with our processing this Application whether or not an Apartment Home is actually available at this time.

By accepting the Application Fee from you, we are not obligated to approve this Application or rent an Apartment Home to you. Our approval of this Application is contingent upon our receipt of a satisfactory report of your rental history, credit history and other information that we deem necessary.

By signing this Application, you certify that all persons over eighteen years of age who will be occupying the Apartment Home have completed and provided to us a separate Application for Residency, and that each such occupant of the Apartment Home will sign the Lease at the time required by us.

You authorize us, through our designated agent or employees, to obtain and verify information for the purpose of determining whether or not to lease the Apartment Home to you. You understand that should you enter into the Lease for the Apartment Home, we and our designated agents and employees will have a continuing right to review your credit information, rental application, payment history and occupancy history for account review purposes and for improving application methods. You may have additional rights under the credit reporting or consumer protection laws of your state. For further information, California residents can contact the California Department of Consumer Affairs or the California State Attorney General's Office.

By signing this Application, you certify that all information contained in this Application is true, correct and complete and you acknowledge and agree that rent for the Apartment Home may not include costs for utilities, including water and sewer, for which you will be responsible.

If, for any reason, we decline this Application, then we will refund the Deposit to you in full. If we approve this Application, we will ask that you execute a Lease (if you have not already done so). Upon your execution of the Lease, we will apply a portion of the Deposit to the Security Deposit and the remainder of the Deposit, if any, to the Common Area Amenities [Charge/Rent] that is due upon the execution of the Lease. If, however, you decide prior to executing the Lease that, notwithstanding this Application, and our approval, you no longer wish to proceed with the Lease, you must so notify us in writing (the "Termination Notice"). To be effective, the Termination Notice must be delivered by you during regular business hours to one of our representatives at the

leasing office where the Apartment is located. Concurrently with your delivery of the Termination Notice to us, in consideration for our having held the Apartment Home off the market and reserved the Apartment Home for you, you agree to pay to us a "Reservation Fee" in an amount equal to the product of (i) the number of days from the date of this Application until we received the Termination Notice; multiplied by (ii) the base rent that would have been payable by you under the Lease for the Apartment Home (calculated on a per diem basis). After our receipt of the Termination Notice, we will refund the Deposit to you in accordance with our customary practice, less the full amount of the Reservation Fee, unless you have previously paid the Reservation Fee to us, in which case no deductions from the Deposit will be made.

In all events, if you have not executed and returned the Lease to us within ten (10) days after this Application is signed by you, we will assume that you are not interested in proceeding, the Apartment Home will no longer be reserved for you, and we will refund the Deposit to you, less the full amount of the Reservation Fee. If you have not paid us a Deposit, you will still owe the Reservation Fee.

It is unlawful to discriminate against an applicant or tenant because of their race, color, national origin, religion, gender, familial status, disability, or any other basis that may be protected under applicable state or local law.

These terms and conditions of use ("Terms" or "Agreement") are a binding contract between Property Solutions International, Inc. ("Property Solutions", "we", "us", or "our") and you ("you" or "your"). By using the Site, you agree to be bound by these Terms and the end user license agreement, if any, on the [ResidentPortal™](#) or [ProspectPortal®](#) website(the "Site"). If you do not agree to all these Terms, you are not authorized to use the Site. Property Solutions provides the information and services on the Site to you conditioned upon your acceptance, without modification, of the Terms. This Agreement may change from time to time and it is your responsibility to review them when conducting business herein.

Definitions:

Property Solutions:

The software company that hosts and maintains this website on behalf of a Property Management Company.

Property Management Company:

The legal entity that owns or manages the property displayed on this website.

Payment Gateway:

Refers to the electronic systems, through which you may pass payment information to us, including but not limited to name, mailing address, email address, and dollar amount of payments received.

By using the Site, You agree to the following:

1. Agreement to Deal Electronically; Electronic Communications and Notices.

All of your transactions with or through the Site may, at our option, be conducted electronically from start to finish. If we decide to proceed non-electronically, those services will still be governed by the remainder of these Terms unless you enter into different terms on a form provided by us. If the law allows you to withdraw this consent 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 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. This agreement supersedes any agreement with your Property Management Company, or the owner of the merchant account to which you are submitting an electronic payment. You hereby agree as follows:

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

Except as otherwise provided in these Terms, we will give you any notices regarding the Site by posting them on

the Site. You also authorize Property Solutions to send notices (including notice of subpoenas or other legal process, if any) via electronic mail. You must 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 must keep your email address current and any notice sent by us to an email address that you have provided to us will be considered effective notice.

2. Unauthorized Use of Your Password.

All instructions transmitted by or received from anyone presenting your password on the Site are binding to you. You agree that you are solely responsible for all transactions or acts that are validated through use of your password, whether or not made with your knowledge or authority. You agree to guard your password carefully, with the full awareness that a failure to keep it secure will enable others to engage in transactions through the Site for which you will be legally responsible. If you ever suspect that someone may have obtained access to your password who is not intended to have authority to act on your behalf, please contact Property Solutions immediately. You can authorize Property Solutions to refuse to accept any further transactions initiated under that password on your behalf and Property Solutions will use commercially reasonable efforts to block such transactions.

3. Changes to the Agreement.

At the Site, you are bound by the version of this Agreement that is in effect on the date of your visit. This Agreement may change from time to time, so please review it when you visit the Site.

4. License to Use the Site.

License: We hereby grant you a limited, revocable, non-transferable, non-sublicenseable license, under the rights Property Solutions has in the Site's content, to view and use the Site solely for the purpose of acquiring information in accordance with the Agreement. The alteration, removal, or obliteration of any copyright and trademark notices is strictly prohibited. As between you and Property Solutions, 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. The Site and all content contained therein is protected by copyright and intellectual property rights under both United States and foreign laws and all rights not expressly granted are reserved by Property Solutions, its affiliates, and its partners. Subject to applicable law, Property Solutions reserves the right to suspend or deny, in its sole discretion, your access to all or any portion of the Site with or without notice.

The license in this Section 4 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 Property Solutions nor any third party has conferred upon you any license or right under any patent, copyright, trademark, trade secret or any other proprietary right.

We do not guarantee uninterrupted or error-free operation of this site or any portion thereof, but we will use reasonable efforts to maintain its operation and availability.

Termination: We may, at any time and without notice to you, terminate your access to the Site or block your access to the Site if:

- We believe in our sole discretion that you have violated these Terms or have otherwise engaged in any activities that may harm or damage the reputation, rights, person, or property of the Site, our users, or any other person;
- Requested by law enforcement or other government agencies; or
- Your account has extended periods of inactivity.

5. Submission of Comments; Prohibited Content and Conduct.

Any comments or information that you provide to Property Solutions, 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 deemed "Submissions". None of the Submissions will be subject to any obligation of confidence on our part, and we will not be liable for any use or disclosure (including publication in any medium) of any Submissions. 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 Submissions 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 Submissions for any purpose, commercial or otherwise, without compensation to the provider of the

Submissions. Further, we may sublicense these rights to third parties. We reserve the right to disclose any information concerning your use of this website to the extent required by law or judicial or government order. From time-to-time this website may request information through the use of forms. Use of such forms is completely voluntary. Information requested may include, but is not limited to, contact information, demographic information and/or opinions.

Under no circumstance are we responsible for any Submission to the Site or for the content of that Submission, nor shall we be held liable for any of the claims made therein. We are not responsible for the content or accuracy of any of these Submissions, and the views and opinions they express are solely those of the original contributor. You must not do or attempt to do any of the following, as reasonably determined by us, subject to applicable law: Post to the Site or provide any Submissions that is or appears to be the following:

- untrue, misleading, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, invasive to another person's privacy or protected data, hateful, or discriminatory or otherwise objectionable; any content that is libelous, defamatory, obscene, pornographic, threatening, invasive of privacy or publicity rights, abusive, illegal or otherwise objectionable, that would constitute or encourage a criminal offense or violate the rights of anyone, or that would otherwise give rise to liability or violate any law.
- infringing upon a third party's intellectual property rights, including any patent, trademark, trade secret, copyright, right of publicity, including any content that is the subject of any claim of infringement;
- of a type that you do not have a right to transmit under any law or under contractual or fiduciary relationships, such as proprietary and confidential information;
- unsolicited, undisclosed or unauthorized advertising;
- software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; harmful, illegal, deceptive or disruptive code such as a virus, "spyware", "adware" or other code that could adversely impact the Site or any recipient;
- data or information obtained through access that was not authorized by the owner, or that you are not authorized to post; or
- in violation of any applicable local, state, national or international law (including export laws), contracts, intellectual property rights or that constitutes the commission of a tort, or for any purpose that is harmful or unintended (by us), or other than in full compliance with these Terms;
- access, tamper with, or use services or areas of the Site that you are not authorized to access;
- alter information on or obtained from the Site;
- tamper with postings, registration information, profiles, submissions or content belonging to the Site or other users of the Site;
- use any robot, spider, scraper or other automated means or interface not provided by us to access the Site or extract data or gather or use information, such as email addresses, available from the Site or transmit any unsolicited advertising, "junk mail", "spam" or "chain letters";
- frame any part of the Site, or link to the Site, or otherwise make it look like you have a relationship to us or that we have endorsed you or your content for any purpose except as expressly permitted in writing by us;
- impersonate or misrepresent your affiliation with any person or entity;
- reverse engineer any licensed software, application, or any other aspect of the Site or do anything that might discover source code, or bypass or circumvent measures employed to prevent or limit access to any area, content or code of the Site; or
- take any action which might impose a significant burden (as determined by us) on the Site's infrastructure or computer systems, or otherwise interfere with the ordinary operation of the Site.

6. Your Representations and Warranties.

You represent and warrant for the benefit of Property Solutions and Property Solutions' licensors and suppliers that:

- you are at least 18 years of age;

- all information that you submit to us is true, accurate, and current and that you own all rights in your Submissions or, alternatively, you have sufficient rights in your Submissions to grant us the rights described in these Terms;
- you will keep your registration information current;
- you will be responsible for all use of your password 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.

7. Payments

7.1 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. 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 your bank and/or Property Management Company. Your copy of the application will serve as a receipt for the application fee collected.

7.2 Convenience fees are charged by us, and not by your Property Management Company. Convenience fees are not surcharges. We are 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 us for providing the convenience of an online payment channel.

7.3 If you are applying for a lease, no guarantees are made to you that a 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.

7.4 You authorize the Property Management Company to obtain such 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 us or the Property Management Company, whether express or implied.

7.5 You hereby authorize us 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.

7.6 You hereby acknowledge that we and/or the Property Management Company may apply a convenience fee with each transaction initiated through the payment gateway. We 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.

7.7 We and your Property Management Company 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 the Property Management Company to whom your payment is submitted or contact us at 877-826-9700 ext. 1

7.8 We advise you that your credit card or bank account billing statement will show a charge item that displays the name of the merchant account of the payee. If you are unsure of that name, you agree to contact payee before processing this transaction so as to be sure to recognize the transaction when it appears on your monthly statement.

7.9 We reserve the right to cancel your transaction processing account at any time for any reason. Your payee 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.

7.10 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 indemnify and hold us harmless 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@propertytsolutions.com. We, in our sole discretion, may cancel this service without notice.

7.11 If you believe a transaction was made improperly, we in our sole discretion may void, issue a credit, or rescind any transaction made through the Payment Gateway prior to remittance of such payment to your payee. Payment disputes arising after payment has been settled to your payee are between you and payee alone. We may act as an intermediary if such actions can reasonably and efficiently handle said problem.

7.12 Both you and payee mutually reserve the right to cancel, reverse or halt any and all checking or savings account or credit card transactions that have been cleared through the Payment Gateway.

8. Privacy Policy

We hold the protection of client information to be very important. As part of your use of the website, you may provide us with personal information such as your name, business name and mailing address, telephone number, fax number, and e-mail address that will permit us to identify you. We will use all other personal information we collect from you only for purposes appropriate for conducting our business, including using it on other third party sites, providing the ratings and reviews you submit to third parties, follow up on services provided, sending announcements on new features, events, products or services, creation of a client database, audits, reporting requirements, and for other activities related to business administration, marketing, research, product development, or improving the quality of our services and products.

Information about you will be collected from the following sources:

- Information received from you on online applications, print applications, or other forms;
- Information about your transactions with the Property Management Company, their affiliates, or others; and
- Information received from a consumer reporting agency.

The information collected may be disclosed, as described above, to Property Management Company affiliates, to other financial institutions with whom joint marketing agreements exist, or to companies that perform services or functions on their behalf. These companies may include financial service providers and non-financial companies such as computer and data processing companies, and marketing and aftermarket service providers. These companies will be contractually obligated to use the information only to provide the services requested of them. You understand and agree that all information entered and transmitted through this Site ("User Content") is the sole responsibility of the person from whom such User Content originated. More specifically, you are entirely responsible for all User Content you make available herein. In consideration of your use of the Site, you agree to (a) provide accurate, current, and complete information about yourself as you may be prompted to provide, and (b) maintain the security of any logins, passwords, or other credentials that you select or that are provided for use on the Site.

Property Solutions will take commercially reasonable measures to safeguard your information. However, as effective as any security measure implemented by Property Solutions may be, no security system is impenetrable. Property Solutions cannot guarantee the complete security of our database, nor can we guarantee that information you supply will not be intercepted while being transmitted to us over the Internet. If you do not want Property Solutions or the Property Management Company to know any particular information about you, you should not include that information in anything you submit or post to this Site.

Unless otherwise noted, all personally identifiable information is used solely for the normal business purpose of offering and rendering services.

9. Children

Nothing on this website is intended to specifically solicit information from minors (people under eighteen (18) years old) or to seek to determine whether the visitor is a minor. If you are under eighteen (18), you are not permitted to submit to us any personally identifiable information, such as your name, address, email address, telephone number or any other information that would permit us to identify you. If you are under fourteen (14), it is against the law for us to ask you for that information, and we will not ask for it, nor do we want it. Anyone under 18 who wants to obtain any product from Property Solutions or otherwise submit any personally identifiable information to us should ask a parent or guardian to do it in his/her own name. Because such information will not be specifically identified as being from minors, users of this website should be aware that personally identifiable information submitted to it by minors may be treated in the same manner as information given by an adult.

10. IP Address

An IP address is an identifier for a computer or device on a Transmission Control Protocol/Internet Protocol ("TCP/IP") network, such as the World Wide Web. In other words, an IP address is a number that is