

Park Place Property Management, LLC

Client Terms and Conditions

These terms and conditions (the "Agreement"), together with the schedules attached, and any amendments to those schedules, governs your participation as a user (the "Client") of either the website, Owner Contract or Tenant Contracts (the "Program"). The Client covenants and agrees to be bound by this Agreement, and the schedules attached, as amended by Park Place Property Management, LLC. ("Park Place") from time to time.

1. DEFINITIONS

- 1.1. "Client" means an Owner, tenant, marketing partner, business partner, subsidiary or any other similar relationship of Park Place.
- 1.2. "Offer" means a promotional offer published by Park Place via the website, regular mail, in an electronic mail or all, setting out an offer on behalf of a Client or to the Client or both and containing such additional terms and conditions as the Client and Park Place, in their discretion, consider necessary from time to time.
- 1.3. "Website" means the website for the Program operated by Park Place and situated at <http://www.parkplacepropertymanagement.com>

2. THE PROGRAM

- 2.1. Park Place will permit the Client to participate in the Program, subject to compliance with the terms and conditions in this Agreement and in any policies established by Park Place, from time to time, and incorporated by reference in this Agreement.
- 2.2. The Client will be issued a unique username and password to access portions of the Website, neither of which may be used by any person other than the Client.
- 2.3. The Client agrees to be solicited by mortgage brokers, attorneys, lawyers, accountants, financial planners or any other professional that is limited by their occupational licensing to do direct solicitation to potential clients and hereby waives any claim or action against said professional for marketing problems.
- 2.4. It is expressly agreed that the parties intend by this Agreement to establish a relationship between Park Place and the Client, but that it is not the intention of either party to undertake a joint venture or to make the Client in any sense an agent, employee, or partner of Park Place. The parties expressly agree that they are independent contractors, and that this Agreement does not in any way create a partnership, nor have the parties granted to each other any right or authority to assume or create any obligation of responsibility, express or implied, on behalf of or in the name of the other, or to bind the other in any manner whatsoever.
- 2.5. It is further agreed that the Client has no authority to create or assume in Park Place's name or on its behalf any obligation, express or implied, or to act or purport to act as its agent or representative for any purpose whatsoever and the Client shall not hold itself out as having any such authority.

3. OFFER

- 3.1. Offers will be posted to website, through direct mail, electronic mail, delivered to Client, addressed to Client, or Client's information will be sent to another Client and/or made available to another Client for the purposes of Client sending Client messages/offers directly.
- 3.2. Park Place grants the Client a limited, non-exclusive, non-transferable right to download Offers from the Website and to publish the same on the Client's websites and in electronic or physical mail correspondence sent by the Client, all of which must be done in accordance with this Agreement, the Park Place Policies, as amended from time to time, and the additional terms and conditions affixed to each of the said Offers.
- 3.3. The Client agrees not to modify, alter, misrepresent or embellish the Offer or any part of the Offer including without limitation any text or images provided by or on behalf of Park Place or the Client in any way, directly or indirectly, without the express prior written consent of Park Place.

4. FRAUD

- 4.1. If Park Place determines, in its sole discretion, that the Client's account in the Program has been used in a manner which Park Place considers to be fraudulent or which might bring the reputation or standing of Park Place into disrepute either with the general public or with the Clients or potential Clients of Park Place, or otherwise that the Client has engaged in activities which might be considered fraudulent, Park Place may but will not be obligated to (a) suspend or terminate the Client's membership in the Program, without notice and (b) release to any third party, information relating to the identity and location of the Client if required to do so in order to enforce these terms and conditions.

5. COVENANTS, REPRESENTATIONS AND WARRANTIES

- 5.1. The Client represents and warrants that:
 - 5.1.1. it has the authority and capacity to enter into and to be bound by this Agreement;
 - 5.1.2. none of the Client's websites contain false or deceptive advertising or any machine readable code including without limitation any virus, Trojan horse, work or other self-executing program;
 - 5.1.3. it owns or have the legal right to use and distribute all content, copyrighted material, products, and services displayed on or through its website or websites and in its electronic mail and its physical mail; and
 - 5.1.4. it is not now a party to any agreement or business relationship which may conflict with this Agreement.

5.2. The Client covenants and agrees that:

- 5.2.1. it will, at all times, comply with all laws applicable in the jurisdiction where the Client is situated or where the Client directly or indirectly conducts its business;
- 5.2.2. it will not enter into any agreement or business relationship or otherwise incur any obligation which might, in the opinion of Park Place, conflict with this Agreement;
- 5.2.3. it will, at all times, comply with the terms of this Agreement, and the Park Place Policies, as updated, amended and replaced by Park Place, from time to time, in its sole discretion;
- 5.2.4. it will not, without the express written consent of Park Place, use or permit any person for who it is in law responsible to use any third-party trade-names or trade-marks;
- 5.2.5. it will not publish on any physical mail or website or send in any electronic mail a universal resource locator or other link to any content or otherwise engage in or condone any practice, which, in the opinion of Park Place is deceitful, defamatory, libelous, abusive, violent, prejudicial, obscene, pornographic, likely to bring the reputation or standing of Park Place into disrepute, or which otherwise would be illegal;
- 5.2.6. it will at all times comply with the terms and conditions of any agreement or policy established by an Offer in which the Client elects to participate;
- 5.2.7. it will be responsible for the development, operation and maintenance of its website or websites and electronic mail, including without limitation the technical operation thereof, the creation, publication and accuracy of any content published on any such website or websites or in any electronic mail;
- 5.2.8. it will not attempt in any way to alter, modify, eliminate, conceal or otherwise render inoperable or ineffective any tags, source codes, links, pixels, modules or other data provided by or obtained from Park Place;
- 5.2.9. it will not alter any physical mail, website or electronic mail content provided by Park Place; and
- 5.2.10. it will, at all times and from time to time provide Park Place with written confirmation of a valid physical address, telephone number, electronic mail address and such other identifying or financial information as Park Place may reasonably require.

6. INDEMNIFICATION

- 6.1. The Client covenants and agrees to indemnify and save harmless Park Place, its parent company and their respective directors, officers, and employees (collectively, the "Indemnified Group") from and against any and all claims or judgments, including all associated legal fees, expenses and disbursements actually incurred, arising out of any breach of this Agreement or the exercise by the Client of any right under this Agreement or any act or omission of the Client, a Sub-Client or anyone for whom the Client is in law responsible, including without limitation any damages, losses, special, consequential or otherwise, arising in any manner (including those arising from or incidental to any liability or other lawsuit, claim, demand or other action brought) as a consequence of any act or omission of the Client or any person for whom the Client is in law responsible, whether or not the Indemnified Group or any of them are named as a party defendant in any such proceedings and whether or not the Indemnified Group or any of them are alleged to be negligent or otherwise responsible for any damage or injury to persons or property. The obligation of the Client to defend and indemnify as set out in this paragraph will survive termination of this Agreement for any reason and will not be otherwise limited by any other term or condition of this or any Agreement.

7. DISCLOSURE OF INFORMATION

- 7.1. Park Place or its directors, may, from time to time, disclose to the Client certain information relating to Park Place's business or to Park Place's customers, Clients, subsidiaries, Clients, agents, or employees; business and marketing plans, strategies and methods which may not be standard industry practice or which are not generally known in the industry; or studies, charts, plans, tales or compilations of business and industrial information acquired or prepared by or on behalf of Park Place (all collectively referred to as the "Confidential Information"). The Client acknowledges that Confidential Information will be provided at the sole discretion of Park Place, and nothing in this Agreement obligates Park Place, its directors, agents or employees to disclose or grant to the Client access to any Confidential Information.
- 7.2. Unless expressly authorized in writing by Park Place, the Client covenants and agrees:
- 7.2.1. to use the Confidential Information only for the purposes expressly contemplated in this Agreement; and
 - 7.2.2. that no Confidential Information will be disclosed to any third party, Client, subsidiary, Sub-Client, agent, or employee of the Client without the prior written consent of Park Place, which may be unreasonably and arbitrarily withheld.
 - 7.2.3. The Client acknowledges that Park Place remains the sole and exclusive owner of all right, title and interest in and to the Confidential Information. The Client agrees that the Confidential Information will not be copied or otherwise reproduced without the express prior written consent of Park Place.
 - 7.2.4. Upon termination of this Agreement, or otherwise on demand by Park Place, the Client agrees that it will promptly deliver to Park Place all notes, data, tapes, reference items, sketches, drawings, memoranda, records, diskettes, electronic communications in any form and any other materials in any way relating to any of the Confidential Information or the Program in the possession of the Client or any Client, subsidiary, Sub-Client, agent, or employee of the Client.
- 7.3. The Client acknowledges and agrees that:
- 7.3.1. the provisions of this Section and the Client's agreement with the same are of the essence and constitute a material inducement to Park Place to enter into this Agreement;

- 7.3.2. the provisions of this Section shall be construed independently of any other provision of this Agreement, and the existence of any claim or cause of action the Client may have against Park Place, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Park Place of the provisions of this Section;
- 7.3.3. that any breach of this Section would cause irreparable harm to Park Place for which damages might not be an adequate remedy, and the Client therefore agrees that in the event of any such breach Park Place will be entitled to seek, in addition to any other right accruing to Park Place under this Agreement or otherwise in law or equity, injunctive relief against the Client without the necessity of proving actual damages; and
- 7.3.4. notwithstanding any other provision of this Agreement, this Section shall survive the termination of this Agreement, however caused.
- 7.3.5. The Client agrees to indemnify and save harmless Park Place against any and all loss, costs or expenses, inclusive of court costs and legal/attorney fees, which Park Place may incur as the direct or indirect result of any unauthorized disclosure of the Confidential Information by the Client or any person for whom the Client is responsible, in law.

8. DISCLAIMER AND LIMITATION OF LIABILITY

- 8.1. Park Place disclaims any and all warranties, conditions, representations, indemnities and guarantees with respect to any matter, whether express or implied (including without limitation any warranty of profitability, satisfactory quality, merchantability, fitness for any particular purpose, title and non-infringement).
- 8.2. Notwithstanding any other provision of this Agreement, Park Place additionally disclaims all obligations and liabilities on the part of Park Place and those for whom it is in law responsible for any damages, including, but not limited to, indirect, special, and consequential damages, attorneys' and experts' fees, and court costs (even if Park Place has been advised of the possibility of such damages, fees or costs), arising out of or in connection with this Agreement.
- 8.3. In no circumstance will Park Place be liable to the Client for any consequential, indirect, special, punitive or incidental damages or lost profits of the Client or the Client's successors or assigns (including without limitation claims for loss of goodwill, use of or reliance on the services provided hereunder, stoppage of other work or impairment of other assets) arising out of breach or failure of express or implied warranty, breach of contract, misrepresentation, negligence, strict liability in tort or otherwise. Without limiting the foregoing, Park Place will not be liable for any failure or delay resulting from any governmental action, fire, flood, insurrection, earthquake, power failure, riot, explosion, embargo, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown, actions or inaction of Client or third parties, Client's equipment or software and/or any third party equipment or any other condition affecting production or delivery in any manner beyond the control of Park Place.
- 8.4. Park Place is not exclusive to any Client and may, but is not obligated to, disclose information about a Client, tenant, owner or business relationship to a competitor of any other of the same.

9. TERMINATION

- 9.1. Park Place may terminate this Agreement, at any time for any reason whatsoever regardless of intent or reasonableness without providing Notice to Client. The Client may terminate this Agreement, at any time, upon providing Notice to Park Place.

10. GENERAL

- 10.1. The Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the state of Idaho, excluding its conflict of law rules. The Client agrees to the exclusive jurisdiction of the courts of Idaho, county of Ada, with respect to any dispute arising as a direct or indirect consequence of this Agreement.
- 10.2. Park Place may assign this Agreement without the Client's prior consent. The Client may not assign this Agreement without the express written consent of Park Place, which consent may be unreasonably and arbitrarily withheld.
- 10.3. From time to time, Park Place may amend, supplement or replace this Agreement or the Park Place Policies in part or in whole, with no Notice to the Client. If the Client has not terminated this Agreement, the Client will be deemed to have consented to the same.
- 10.4. Any notice or other communication ("Notice") permitted or required by this Agreement will be in writing and given by personal delivery or transmitted by facsimile or electronic mail to the receiving party at the address on file for the Client or the physical or electronic mail of the upper management of Park Place. Any such Notice will be deemed to have been received on the date on which it was transmitted by facsimile or delivered or received by physical mail.
- 10.5. No term or condition of this Agreement will be deemed waived and no breach excused, unless such waiver or consent excusing the breach is in writing and signed by the non-breaching party.
- 10.6. In the event that any term, covenant or condition of this Agreement is declared indefinite, invalid, illegal or unenforceable by a court having jurisdiction then this Agreement with respect to the remaining terms, covenants or conditions will continue in force and effect and the indefinite, invalid, illegal or unenforceable term shall be rewritten as closely as possible while still being enforceable, if possible, if not, then it shall be struck.
- 10.7. This Agreement will inure to the benefit of and be binding upon the respective successors, heirs and assigns of Park Place and the Client.
- 10.8. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this agreement, supersedes any previous or contemporaneous representations, negotiations, understandings, and agreements, oral or written. It serves as an amendment to any other written, and only written, agreement between the parties.

Privacy Policy

1. This statement sets out the privacy practices and policies of Park Place Property Management, LLC ("Park Place") in relation to any information that you may share with Park Place in your capacity as a Park Place Client.
2. In this statement, when we talk about "Park Place" or "we" or "our", we are referring to Park Place Property Management, LLC, and its majority-owned or controlled subsidiaries.
3. Park Place reserves the right to update this policy from time to time, with no notice to you. Your continued use of any website or service covered by this policy after an amendment will constitute your agreement to the same.

I. PERSONAL INFORMATION

1. The Park Place Client network is a marketing and property management network of advertisers, service and goods companies and Clients (defined above). As an Client, you may be required from time to time to update or provide Park Place or another Client with certain personal information.
2. Park Place will use your Personal Information to establish your Client account, to communicate with you, and for ongoing record keeping, as required by law.
3. Park Place will not release Personal Information about you except:
 - a. as permitted in this Privacy Policy;
 - b. as permitted in any written agreement between you and Park Place;
 - c. where we believe it is reasonably necessary to conduct business, fulfill a need, offer promotions, or otherwise assist you and your business; and
 - d. where we believe it is necessary to enforce our rights under any Agreement between you, Park Place or a Funding Partner.
 - e. Park Place will provide a means for you to manage and control the information that you have voluntarily provided to us, and a means for you to communicate your privacy questions and concerns to us.
 - f. We will not knowingly collect Personal Information on users under the age of eighteen. We encourage parents and guardians to monitor the activities of their children.

II. ANONYMOUS INFORMATION

1. "Anonymous Information" is information other than Personal Information, and includes the domain names, IP addresses and type of browsers that you may use, from time to time, referring URLs, and other, non-personally identifiable information.
2. When you access any site or service covered by this Privacy Policy, we collect Anonymous Information. We use this information for system administration, to market research (which is shared with our advertisers, affiliates, subsidiaries, partners and other relationships), to personalize your experience at our site, to show you more relevant advertising messages, and, generally, to improve our services. We share this Anonymous Information with selected advertisers and partners in order to deliver to you more relevant advertising messages.
3. Park Place may share any Anonymous Information if that information is or will be linked to your Personal Information, unless prohibited by law.
4. Park Place can and will use IP addresses to identify users of our site when we feel it is necessary to enforce compliance with our site's Terms of Use or Terms of Service, or to protect our service provide services or to assist our partners, advertisers or Funding Partners, site, or other users.

III. SHARING PERSONAL INFORMATION

1. We may share some Personal Information and you have authorized us to do so. Our partners who receive information from us have the right to use the data we provide them (sometimes, in connection with other information they may have gathered about you), but are generally prohibited from sharing this information with other companies or people. In addition, if we add new features or services that might require the sharing of your personal information with other parties, we will provide you with notice and the opportunity to opt-out to receive these offers.
2. In certain special cases, we may disclose your Personal Information when we have reason to believe that disclosing this information is necessary to identify, contact or bring legal action against someone who may be causing injury to you, or otherwise injuring or interfering with Park Place's rights, property or operations, other Park Place users, or anyone else who could be harmed by such activities. We may also disclose your Personal Information when we believe the law requires it, or in response to any demand by law enforcement authorities in connection with a criminal investigation, or civil or administrative authorities in connection with a pending civil case or administrative investigation.

IV. THIRD PARTY RELATIONSHIPS

1. Park Place has relationships with many of the best media, goods and services companies throughout the United States, Treasure Valley, Boise and Meridian.
2. Whenever you provide registration information on certain co-branded Web pages or for certain services provided in conjunction with third party partners, some data you provide is shared with partners. You should make every effort to read the privacy policies provided by or in association with such third parties, and make an informed decision on your own whether or not to continue utilizing the services based on the privacy policies posted on these co-branded Web pages, at your own discretion.

3. In addition to finding co-branded Web pages, you may find direct links to Park Place on third party websites. You may also find direct links from third party websites to Park Place. Park Place cannot guarantee that these sites have adopted acceptable privacy policies. You should read these third party privacy policies, and make an informed decision on your own as to whether or not to continue based on these sites' privacy practices, at your own discretion. No third party sites are covered by this Privacy Policy.

V. SECURITY

1. Park Place operates secure data networks protected by industry standard firewall and password protection. Park Place has security measures in place to attempt to protect against the loss, misuse and alteration of your user data under our control. Unfortunately, no method of data transmission or storage is entirely secure, and while we make reasonable efforts to protect data stored on our networks, we cannot ensure or warrant that security of any information that you transmit to us, and you do so at your own risk.
2. Only authorized employees have access to the information you provide us. For example, we impose strict rules on Park Place employees who have access either to the databases that store user information or to the servers that host our services. While we cannot guarantee that loss, misuse or alteration to data will not occur, we make every effort (such as the use of employee passwords and non-disclosure agreements) to prevent such unfortunate occurrences.

VI. CONTACTING US

1. If you have questions about this Privacy Policy or the practices of this site, please contact:

privacy@parkplacepropertymanagement.com

Park Place RESERVES THE RIGHT TO CHANGE THIS PRIVACY POLICY AT ANY TIME. ALL CHANGES WILL BE POSTED TO THIS PAGE.

THANK YOU AND WELCOME TO PARK PLACE