



## Terms of Use Agreement

### StopRenting, LLC

6133 Huckleberry Way

New Market, MD. 21744

Customer Service: 866.458.1485

Fax: 301.576.3567

E-mail: [membersupport@stoprentingmaryland.com](mailto:membersupport@stoprentingmaryland.com)

### 1. TERMS OF USE AGREEMENT FOR ALL SERVICES AND THE WEBSITES

**Please review this Terms of Use Agreement ("Agreement"). By accessing, browsing or using this website, and the websites of the below listed companies, divisions, or service groups, or any page thereof, through any direct or indirect means (individually or collectively, "Websites" or "Website"), or by using the goods, facilities or services offered in or through the Websites through alternative methods (including, for example, telephone, mail, email or facsimile), you accept and agree to be bound by these Terms of Use (the terms "Website" and "Websites" include use through these alternative methods).**

**THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE ALL CLAIMS AND CONTAINS DISCLAIMERS OF WARRANTIES AND LIABILITY (please see sections 7 and 13). These provisions form an essential basis of our bargain.**

**If you do not agree to these terms and conditions, you are not authorized to access or use the Websites and you are to cease accessing or otherwise using the Websites.**

For purposes of this Agreement, "You" or "Your" means the person(s) using the Websites, and/or the good, facilities or services of StopRenting, LLC, companies offered through alternative methods, including persons that allow others to provide information about themselves to StopRenting (as defined below), the banks, lenders and brokers on StopRenting's network ("Lenders"), Providers (as defined in section 3) or real estate professionals (as defined in section 5). "StopRenting", "us" or "we" means, but is not limited to the following entities:

- StopRenting, LLC

- and their divisions /service groups (including, but not limited to, StopRentingFrederick.com, StopRentingWestminster.com, StopRentingHagerstown.com, StopRenting-Columbia.com, StopRentingBethesda.com, StopRentingOdenton.com, StopRentingCrofton.com, StopRentingFortMeade.com, StopRentingGermantown.com, StopRentingTowson.com, StopRentingOwingsMills.com, StopRentingGreenbelt.com, StopRentingRockville.com, StopRentingSilverSpring.com, StopRentingHyattsville.com, StopRentingGaithersburg.com)

StopRenting is licensed as set forth in the Licenses and Disclosures section, which is incorporated into this Agreement by reference.

**THE DISCLOSURES AND CONSENTS REQUIRED UNDER CERTAIN STATE LAWS ARE DEEMED TO BE PROVIDED, RECEIVED AND AGREED TO BY USE OF THE WEBSITES.**

StopRenting operates the Websites and shall have the right at any time to change or discontinue any aspect or feature of the Websites and the right to modify the terms and conditions applicable to users of the Websites, including these Terms of Use, or any part hereof. Such changes, modification, additions or deletions shall be effective immediately upon posting on the Websites. Any use by you of the Websites or the good, facilities or services offered in or through the Websites shall be deemed to constitute acceptance of such changes.

**2. CONSUMER INFORMATION SECURITY POLICY**

The StopRenting Consumer Information Security Policy, hereby incorporated by reference into this Agreement, explains the policy applicable to the information that is collected through the Websites, received directly from you or transmitted to or from third parties.

**3. MORTGAGE LOAN REQUEST SERVICES**

StopRenting offers one mortgage loan request service, which is explained in more detail below.

- StopRenting's process occurs when you complete a traditional (full-form) StopRenting loan request and get matched with Lenders who will respond with conditional loan offers.

**A. Terms Applicable to All Mortgage Loan Request Services**

StopRenting is a computerized loan originator for mortgage loans and performs computerized loan origination services for Lenders and is compensated for such services by the Lenders. Lenders are not to directly charge you any computerized loan fee and the fee

should appear on your settlement statement. Depending on the Lender, the computerized loan origination fee paid by the Lender may be included in your rate, points or loan terms. Although some state licensing laws treat fees paid in exchange for computerized loan origination services as mortgage broker fees or origination fees, this is not the case under federal law. StopRenting is not a lender nor is acting as a lender or broker and does not make loans or credit decisions in connection with loans. StopRenting does not endorse or recommend the products of any particular Lender. Except as otherwise provided for your state (please see the Licenses and Disclosures section of the Websites), StopRenting is not an agent of you or any Lender. StopRenting's services are only administrative. You should rely on your own judgment in deciding which available loan product, terms and Lender best suits your needs and financial means. The Lender is solely responsible for its services to you, and you agree that StopRenting shall not be liable for any damages or costs of any type arising out of or in any way connected with your use of such services. You understand that Lenders may keep your loan request information and any other information provided by StopRenting or received by them in the processing of your loan request, whether or not you are qualified for a loan with them or if you make a loan with them. You agree to notify any particular Lender directly if you no longer want to receive communications from them.

The Websites and the services provided by StopRenting are available in connection with mortgage loans made on real property located in the fifty states and the District of Columbia unless otherwise specified. Loans may only be made to residents of, or secured by real property located in, states where Lenders are licensed or authorized to make such loans. Lenders are not attempting to make loans outside of their authorized states or country by participating in and offering their products on the Websites. Lenders on StopRenting's network(s) expressly reserve the right to discontinue, suspend or terminate the offering of any loan product in any specific state through the Websites at any time, without prior notice.

The data and other information you may provide StopRenting is not, and is not treated as, an application for a loan or a request to be pre-approved, pre-qualified or any similar concept. StopRenting does not guarantee acceptance into any particular loan program or specific loan terms or conditions with any Lender; loan approval standards are established and maintained solely by individual Lenders. Likewise, StopRenting does not guarantee that the loan terms or rates offered and made available by Lenders are the best terms or lowest rates available in the market. A Lender's offer may be subject to market conditions, approval and qualification. The

rates and fees actually provided by Lenders may be higher or lower depending on your complete credit profile, collateral/property considerations including but not limited to location, equity and value and income/asset consideration including but not limited to loan to value and debt to income ratios. Unless expressly stated in writing, nothing contained herein shall constitute an offer or promise for a loan offer, loan commitment or interest rate lock-in agreement. Lenders may not offer all products as well as not offer products in all states. You might not be matched with the Lender making any specific offer. To help the government fight identity theft, the funding of terrorism and money laundering activities, and to help attempt to verify your identity, StopRenting and its Lenders may obtain, verify and record information that identifies each person who opens an account with us and them. They may ask for your name, Social Security Number, address, date of birth and other important information including information received from your credit file that will allow us and them to properly identify you. During the Lender application process, they may also ask to see your driver's license or other identifying documentation.

StopRenting is paid a fee by Lenders for the goods, facilities and services provided. Regardless whether you obtain a loan from StopRenting's network of Lenders, at closing you will be responsible for paying for any settlement or closing costs associated with your loan (such as loan processing, underwriting, or funding fees, title insurance premiums, notary fees, etc.).

**StopRenting does not charge you a fee for its service in matching you with Lenders.**

By clicking on any button indicating an acceptance or agreement to terms, a continuance of processing or submission ("submission") you understand that you are agreeing to the stated terms and conditions of that submission and that you are submitting an inquiry as to a lending product through StopRenting to each of the Lenders to whom your loan request is transmitted. By submitting the loan request containing your electronic signature, you are extending an express invitation to each Lender you have been matched with to contact you by telephone at the numbers you have provided so they may assist you with your transaction, and you hereby consent to any such calls even if your phone number is on any Do Not Call (or similar) list, or by email at the email address you provided or at another address that may be associated with you that we receive from Lenders or other parties and you hereby consent to any such email so it will not be considered spam or unauthorized by any local, state or federal law or regulation. By saving your information with StopRenting or by doing a submission, you give StopRenting permission to retain all such provided information and to make live or recorded calls to discuss, provide or remind you of any

information in regards to your submission, including incomplete loan requests, the delivery of loan request matches, deadlines, quality of services or other matters in connection with your loan request. For any service, you represent that all of the information you have provided in your submission and loan request is true and complete.

B. Traditional (Full-Form) StopRenting Loan Request Service

StopRenting seeks to provide you multiple conditional loan offers through its network of nonaffiliated lenders. By submitting the full-form StopRenting loan request form, you authorize StopRenting to provide information provided by you or third parties either to Lenders on the StopRenting network, along with any additional lenders or investors necessary to complete your loan transaction. You also authorize StopRenting, its Lenders, along with any additional Lenders or investors necessary to complete your loan transaction, to request from one or multiple credit bureaus /reporting agencies, your credit bureau report including any ancillary credit scores or ratings and to check your credit and employment history. At the present time, Fair Isaac Corporation (the company that provides "FICO" credit scores) reports that, for mortgage or auto loans, it disregards those inquiries made in the 30 days prior to the lender receiving the credit score and that beyond the 30 days, it consolidates all credit inquiries that occur within a 14-day period into one inquiry for scoring purposes.

**StopRenting Network of Lenders.** StopRenting seeks to provide you multiple conditional loan offers through its network of nonaffiliated Lenders (U.S. based banks, thrifts, mortgage brokers, mortgage bankers and finance companies).

To determine which Lenders may be matched with you, Lenders provide to us criteria about the type of loan (for example, loan amount; purchase) and the type of loan customer (for example, state of residence or creditworthiness) in which the Lender is interested. StopRenting will provide your information to up to five Lenders whose criteria match your profile. If fewer than five Lenders match your profile, you will receive conditional loan offers from fewer than five Lenders. If more than five Lenders match your profile, StopRenting will match you with five Lenders with a preference for those Lenders that have the highest customer satisfaction scores and the best record of making loans to previous StopRenting customers.

4. REQUEST FOR OTHER PRODUCTS AND SERVICES (INCLUDING FINDER /LOCATOR SERVICES)

StopRenting offers requests for other products and services on the Websites. You may be able to access these products and services when you complete a request and either (i) get matched with potential third party providers ("Provider" includes any third-party affiliate or finder of a Provider) who will respond with conditional offers for products or services or (ii) get provided with the name and information about potential Providers who may be able to respond with the requested products or services or information about the requested products or services without any offers. The Providers that can provide you with conditional offers may not respond with offers until they speak with you to get additional information.

- Terms Applicable to All other Requests for other Products and Services

StopRenting is not a provider of products or services and does not make any decisions in connection with the products or services offered by Providers. StopRenting does not endorse or recommend the products or services of any particular Provider on any of its Websites. StopRenting is not an agent of either you or any Provider. StopRenting's services are only administrative. You should rely on your own judgment in deciding which available product or service and Provider best suits your needs and financial means. The Provider is solely responsible for its products and services to you, and you agree that StopRenting shall not be liable for any damages or costs of any type arising out of or in any way connected with your use of such products or services. You understand that Providers may keep your request information and any other information provided by StopRenting or received by them in the processing of your request, whether or not you are qualified for the product or service with them or if you acquire a product or service with them. You agree to notify any particular Provider directly if you no longer want to receive communications from them. Products and services may only be made to residents of states where Providers are licensed or authorized to make such products or services available. StopRenting and Providers expressly reserve the right to discontinue, suspend or terminate the offering of any product or service in any specific state through the Websites at any time, without prior notice.

The data and other information you may provide StopRenting is not, and is not treated as, an application for that product or service. StopRenting does not guarantee acceptance into any particular program or specific term or condition with any Provider; approval standards are established and maintained solely by individual Providers. Likewise, StopRenting does not guarantee that the terms or rates for the products or services offered and made available by

Providers are the best terms or lowest rates available in the market. A Provider's products or services may be subject to market conditions, approval and qualification. The terms and rates actually provided by Providers may be higher or lower depending on your individual financial profile, your location and other considerations. Unless expressly stated in writing, nothing contained herein shall constitute an offer or promise for a product or service. Providers may not offer all products or services as well as not offer products or services in all states. You may not be matched with the Provider making any specific offer.

StopRenting is paid a fee by either the Provider or a third party "finder" (if the finder markets for or to the Provider) for the goods, facilities and services StopRenting provided. Your use of the Websites and/or StopRenting's services constitutes your agreement with this compensation arrangement. You will be responsible for paying for any cost associated with the product or service.

**StopRenting does not charge you a fee for its services.**

By clicking on any button indicating an acceptance or agreement to terms, a continuance of processing or submission ("submission") you understand that you are agreeing to the stated terms and conditions of that submission and that you are submitting an inquiry as to a product or service through StopRenting to each of the Providers to whom your request is transmitted. By submitting the request containing your electronic signature, you are extending an express invitation to each Provider to contact you by telephone at the numbers you have provided so they may assist you with your transaction, and you hereby consent to any such calls even if your phone number is on any Do Not Call list, or by email at the email address you provided or at another address that may be associated with you that we receive from Providers or other parties and you hereby consent to any such email so it will not be considered spam or unauthorized by any local, state or federal law or regulation. By saving your information with StopRenting or by doing a submission, you give StopRenting permission to retain all such provided information and to make live or recorded calls to discuss, provide or remind you of any information in regards to your submission, including incomplete requests, the delivery of request matches, deadlines, quality of products or services or other matters in connection with your request. For any product or service, you represent that all of the information you have provided in your submission and request is true and complete.

By submitting the request form, you authorize StopRenting to provide information that you provided or that StopRenting has or may receive from others to Providers or their finders, along with any additional providers necessary to complete your transaction. By submitting any eligibility form, you authorize StopRenting to provide

your information to up to five Providers or finders to discuss, review or provide product or services information and opportunities. You also authorize StopRenting and its Providers and finders along with any additional providers necessary to complete your transaction, to request from one or multiple credit bureaus /reporting agencies, your credit bureau report including any ancillary credit scores or ratings.

A. Additional Terms Applicable to Insurance Quote Requests

StopRenting is not an insurance carrier or agent. StopRenting provides the information from the request form to insurance agents or brokers in their capacity as Providers.

5. **REALTY SERVICES**

By clicking on any button indicating an acceptance or agreement to terms, a continuance of processing or submission ("submission") you understand that you are agreeing to the stated terms and conditions of that submission and that you are submitting an inquiry to StopRenting and its network or real estate professionals ("real estate professionals"). Further, that you are representing all of the information you have provided in the referral form is true and complete. You authorize StopRenting to forward your information to its network of real estate professionals. You further understand and agree that by selecting a real estate company or professional, you are extending an express invitation for them to contact you by telephone at the numbers you have provided, and you hereby consent to any such calls even if your phone number is on the Do Not Call list. In addition, by completing and submitting a request for more information regarding a real estate listing or requesting contact with a real estate professional, you understand and agree that you are extending an express invitation to real estate professionals to call you by telephone at the numbers you have provided, and you hereby consent to any such calls even if your phone number is on the Do Not Call list. You understand that these real estate professionals may keep the information you submit whether or not you communicate with them regarding a real estate listing and whether or not you complete a real estate transaction with them.

6. **COPYRIGHT, TRADEMARK AND SERVICE MARK NOTICES**

All contents of the Websites are: Copyright © 2009 StopRenting, LLC and/or its suppliers, Lenders, Providers or real estate professionals, 6133 Huckleberry Way New Market, MD. 21774, U.S.A. All rights reserved. StopRenting is a service mark of StopRenting, LLC. Other product and company names mentioned herein, including the names of Lenders, may be the trademarks of their respective owners.

Nothing on the Websites should be construed as granting, by implication, estoppels or otherwise, any license or right to use any service mark or trademark (individually and collectively, "Mark" or "Marks") displayed on the Websites, without the prior written permission of the StopRenting or the applicable Mark holder specific for each such use. The Marks may not be used to disparage StopRenting, the Lenders, the applicable third party or the products or services of such parties, nor shall they be used in any manner that may damage any goodwill in the Marks. Use of any Mark as part of a link to or from any site is prohibited unless establishment of such a link is approved in advance by StopRenting in writing.

The Websites contains copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music and sound, and the entire contents of the Websites are copyrighted as a collective work under the United States copyright laws. StopRenting owns a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. You may not modify, publish, transmit, participate in the transfer or sale, create derivative works or in any way exploit, any of the content, in whole or in part. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial or non-commercial exploitation of downloaded material will be permitted without the express written permission of StopRenting and the copyright owner. Elements of the Websites are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including but not limited to, the use of framing or mirrors.

## **7. DISCLAIMERS AND LIABILITY**

StopRenting intends that the information contained in the Websites be accurate and reliable; however, errors sometimes occur. In addition, changes and improvements to the information provided herein may be made by StopRenting at any time. Under no circumstances will StopRenting be liable for any loss or damage caused by your reliance on information obtained through the Websites. It is your responsibility to evaluate the accuracy, completeness or usefulness of any information, opinion, advice or other content available through the Websites.

**THE WEBSITES AND THE INFORMATION, SOFTWARE, PRODUCTS AND SERVICES ASSOCIATED WITH IT ARE PROVIDED "AS IS". STOPRENTING AND/OR ITS SUPPLIERS, LENDERS, PROVIDERS OR REAL ESTATE PROFESSIONALS DISCLAIM ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER RELATING TO THE WEBSITES AND ANY INFORMATION, SOFTWARE, PRODUCTS AND SERVICES PROVIDED HEREIN, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A**

**PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. USE OF THE WEBSITES AND/OR STOPRENTING'S SERVICES IS AT YOUR OWN RISK. STOPRENTING AND/OR ITS SUPPLIERS, LENDERS, PROVIDERS OR REAL ESTATE PROFESSIONALS ARE NOT LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR OTHER INJURY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR THE INABILITY TO USE THE WEBSITES AND/OR STOPRENTING 'S SERVICES OR WITH THE DELAY OR INABILITY TO USE THE WEBSITES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS AND SERVICES OBTAINED THROUGH THE WEBSITES, INCLUDING BUT NOT LIMITED TO RELIANCE BY YOU ON ANY INFORMATION OBTAINED AT THE WEBSITES, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAILS, ERRORS, DEFECTS, VIRUSES, WORMS, TROJAN HORSES, TRAP DOORS, BACK DOORS, EASTER EGGS, TIME BOMBS, CANCELBOTS OR OTHER CODE OR COMPUTER PROGRAMMING ROUTINES THAT CONTAIN CONTAMINATING OR DESTRUCTIVE PROPERTIES OR THAT ARE INTENDED TO DAMAGE, DETRIMENTALLY INTERFERE WITH, SURREPTITIOUSLY INTERCEPT OR EXPROPRIATE ANY SYSTEM, DATA OR PERSONAL INFORMATION, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO STOPRENTING RECORDS, PROGRAMS OR SERVICES, , OR OTHERWISE ARISING OUT OF THE USE OF THE WEBSITES, WHETHER RESULTING IN WHOLE OR IN PART, FROM BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF STOPRENTING AND/OR ITS SUPPLIERS, PROVIDERS OR REAL ESTATE PROFESSIONALS HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.**

**8. ELECTRONIC COMMUNICATIONS/NOTICES AND INFORMATION DELIVERED ELECTRONICALLY**

StopRenting, Lenders, Providers and real estate professionals may choose to electronically deliver all information related to its services and your requests. StopRenting, Lenders, Providers and real estate professionals' electronic communications to you may transmit or convey information about action taken on your request, portions of your request that may be incomplete or require additional explanation, any notices required under applicable law, which may include any Federal Truth-in-Lending disclosures, other terms, conditions and documents, and the

privacy policies of StopRenting, Lenders, Providers and real estate professionals.

You agree to receive all current and future notices, disclosures, communications and information, and to do business electronically with StopRenting, Lenders, Providers and real estate professionals. This means that StopRenting, Lenders, Providers and real estate professionals may communicate with you by sending a message to the email address you provided or at another address that may be associated with you that we receive from Lenders, Providers and real estate professionals or other parties. You agree that you meet the below technical requirements and are able to access and retain copies of notices and information sent or made available electronically. The Consent for Electronic Disclosures, hereby incorporated by reference into this Agreement, is the disclosure that provides greater detail.

#### Technical Requirements

To access and retain information and notices we send or make available to you electronically, you will need:

- Internet access with 128-bit encryption
- Adobe Acrobat Reader 6 or higher
- Ability to Print Internet Explorer 6 or higher
- Netscape 8.04 and above (Use in IE mode)
- Email Access or Firefox version 1.5

### 9. **PRIVACY POLICY**

The Privacy Policy, hereby incorporated by reference into this Agreement, explains the policy applicable to the information that is collected through the Websites or received directly from you.

### 10. **INDEMNITY**

As a condition of use of the Websites and/or StopRenting's services, you agree to indemnify StopRenting and its suppliers, Lenders, Providers or real estate professionals from and against any and all liabilities, expenses (including attorneys' fees) and damages arising out of claims resulting from your use of the Websites, including without limitation any claims alleging facts that if true would constitute a breach by you of this Agreement.

### 11. **LINKS TO THIRD PARTY WEBSITES**

The Websites may contain links to websites maintained by third parties. Such links are provided for your convenience and reference only. StopRenting does not operate or control in any respect any information, software, products or services available on such websites. StopRenting's inclusion of a link to a website does not imply any endorsement of the

services or the website, its contents, or its sponsoring organization. When you leave the Websites please note that StopRenting is not responsible for the accuracy or content of the information provided by that website, nor is it liable for any direct or indirect technical or system issues arising out of your access to or use of third party technologies or programs available through that website.

## **12. ERRORS AND DELAYS**

StopRenting is not responsible for any errors or delays in responding to a request or referral form caused by, including but not limited to, an incorrect email address provided by you or other technical problems beyond our reasonable control.

## **13. DISPUTE RESOLUTION**

**Any claim or controversy arising out of or relating to the use of the Websites, to the goods or services provided by StopRenting, or to any acts or omissions for which you may contend StopRenting is liable, including but not limited to any claim or controversy as to arbitrability ("Dispute"), shall be finally, and exclusively, settled by arbitration. The arbitration shall be held before one arbitrator under the commercial arbitration rules of the American Arbitration Association ("AAA") in force at that time. The arbitration shall be venues in Frederick County, Maryland. The arbitrator shall be selected pursuant to the AAA rules. Should no AAA rule regarding the selection of an arbitrator be in effect, the consumer shall select an arbitrator from a panel of arbitrators acceptable to StopRenting. In any arbitration, StopRenting will pay the filing fee, plus the costs associated with the first day of arbitration, with the remaining costs of arbitration paid by the non-prevailing party. To begin the arbitration process, a party must make a written demand therefore. Any judgment upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction in Frederick County, Maryland. The arbitrators shall not have the power to award damages in connection with any Dispute in excess of actual compensatory damages and shall not multiply actual damages or award consequential, punitive or exemplary damages, and each party irrevocably waives any claim thereto. The agreement to arbitrate shall not be construed as an agreement to the jointer or consolidation of arbitration under this agreement with arbitration of disputes or claims of any non-party, regardless of the nature of the issues or disputes involved. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.**

**THIS AGREEMENT PROVIDES THAT ALL DISPUTES BETWEEN YOU AND STOPRENTING WILL BE RESOLVED BY BINDING ARBITRATION. YOU THUS GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS. YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN OR BRING CLASS ACTIONS. YOUR RIGHTS WILL BE DETERMINED BY NEUTRAL ARBITRATORS AND NOT A JUDGE OR JURY. You are entitled to a fair hearing, and the arbitration procedures are simpler and more limited than rules applicable in court. Arbitrator decisions are enforceable as any court order and are subject to very limited review by a court. By using StopRenting's goods, facilities and services, you consent to these restrictions.**

**Should a Dispute arise and should the arbitration provisions herein become inapplicable or unenforceable, or in any instance of any lawsuit between you and StopRenting, the parties agree that jurisdiction over and venue of any suit shall be exclusively in the state and federal courts sitting in Frederick County, Maryland. If either party employs attorneys to enforce any right in connection with any Dispute or lawsuit, the prevailing party shall be entitled to recover reasonable attorneys' fees.**

#### **14. OTHER TERMS**

This Agreement (which hereby incorporates by reference any other provisions applicable to use of the Websites, including, but not limited to, any supplemental terms governing the use of certain specific material contained in the Websites and any operating rules for the Websites established by StopRenting) constitutes the entire agreement between you and StopRenting and it supersedes all prior or contemporaneous communications, promises and proposals, whether oral, written or electronic, between you and StopRenting with respect to the Websites and information, software, products and services associated with it. This Agreement shall be subject to and construed in accordance with the laws of the State of Maryland, excluding its conflict of laws principles. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision, and the remainder of the Agreement shall continue in effect. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. All rights not expressly granted herein are reserved.

Download this document in Adobe Acrobat (PDF) format.

**PLEASE PRINT AND RETAIN A COPY OF THIS AGREEMENT FOR YOUR RECORDS.**