



Terms of Service

INTRODUCTION

This Terms of Service Agreement ("Agreement," "Terms") governs your access to <http://www.myobligo.com> (the "Site"), as well as our platform, our products, our Services (as defined below), our app, and any other connected media form or channel (collectively, the "Obligo Platform"), all of which are owned and operated by Obligo Inc. and its affiliated companies (collectively, "Obligo," "we," "us," or "our"). Please read these Terms carefully before using the Site or Obligo Platform, as they constitute a legal contract between you and us. By accessing or using our Site or the Obligo Platform, you hereby agree to these Terms, and you warrant that you are at least 18 years of age or the age of majority in your jurisdiction.

[Obligo's Privacy Policy](#) and the terms of service for some of our partners are linked within these Terms, so please take a moment to review these documents. By agreeing to these Terms, you are also consenting to any other agreements incorporated by reference.

THESE TERMS CONTAIN AN ARBITRATION AGREEMENT, WHICH WILL WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION. UNDER THE ARBITRATION AGREEMENT, (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST OBLIGO ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS. DISPUTES BETWEEN YOU AND YOUR LANDLORD WILL CONTINUE TO BE GOVERNED ACCORDING TO THE TERMS OF YOUR AGREEMENT WITH YOUR LANDLORD.

These Terms are in effect as of the date listed above and we reserve the right to modify them from time to time. We will notify you of any material changes to these Terms via e-mail or other means of communication, but you should continue to check this site for any non-material updates. Your continued use of the Site or the Obligo Platform after any such changes constitutes an acceptance of the amended Terms.

The Services described on the Site and Obligo Platform are intended for and are limited to users in the United States, and may be further limited based upon product approvals and other regulatory considerations. We reserve the right to determine eligibility.

Your use of the Obligo Platform and associated Services may involve our collection and transmission of certain personal information or other data. Policies governing our use of such data are set forth in [Obligo's Privacy Policy](#), which is hereby expressly incorporated into these Terms. All users of the Site and Obligo Platform are subject to [Obligo's Privacy Policy](#). By using our Services, you consent to us contacting you about your account via email, telephone (including using pre-recorded messages, robodialers, and AI callers), or SMS message.

If you do not agree to these Terms or to the [Privacy Policy](#), you may not use the Site, the Obligo Platform, or our Services.

This Agreement describes two separate Obligo services: The "Online Move-In Service" for Tenant onboarding, which allows Tenant(s) to make move-in related payments or share move-in related data through the Obligo Platform, and the "Billing Authorization Service," which allows Tenant(s) to move-in without paying a Security Deposit. The Obligo Platform may also provide a variety of other financial and related services to tenants and landlords, as may be described on the Obligo Platform from time to time (collectively with the Online Move-In Service and Billing Authorization Service, the "Obligo Platform Services" or "Services").

1. DEFINITIONS

- 1.1. "Billing Authorization" means an enforceable commitment to pay Obligo for Permitted Charges submitted by Landlord via the Obligo Platform Services, in an amount not to exceed the Billing Authorization Value. Payment commitments are secured by your (1) granting Obligo a preauthorization for one or more Payment Methods and/or (2) providing an Obligo Deposit, for the billing of Permitted Charges.
- 1.2. "Billing Authorization Service" means the functionality of the Obligo Platform Services that obligates the payment of Permitted Charges and allows Landlord to collect Permitted Charges from a Billing Authorization.
- 1.3. "Billing Authorization Value" means the amount of money Landlord requires as security for Permitted Charges against the Billing Authorization, as presented to and accepted by the Tenant on the Obligo Platform at the beginning of a Billing Authorization term.
- 1.4. "Cash-Backed Billing Authorization" means a variation of the Billing Authorization Service where Tenants have chosen to provide an Obligo Deposit.
- 1.5. "Holding Deposit" means an amount of money defined in a Lease Agreement (or other document entered into between a Landlord and Tenant), that is provided by Tenant to the Landlord to take the Rental Property off the market to prevent other prospective tenants from renting the unit before signing the lease agreement, from which Landlord may collect Permitted Charges.
- 1.6. "Landlord" means (1) the owner of the Rental Property, (2) the entity that has executed the Lease Agreement on behalf of the owner of the Rental Property, and/or (3) an entity that is authorized to make Permitted Charges and collect other fees associated with the Rental Property and Lease Agreement (e.g. a property management company).
- 1.7. "Lease Agreement" means the agreement entered into between Landlord and a Tenant for the rental by Tenant of the Rental Property.

- 1.8. "Lease Term" means the period during which the Lease Agreement is in effect, including all renewals thereof.
- 1.9. "Obligo Deposit" means an amount of money, up to the Billing Authorization Value, paid to Obligo by Tenants as a commercial deposit against their Billing Authorization.
- 1.10. "Open Banking Access" means the secure sharing of financial information related to your financial accounts, such as bank accounts or credit cards, typically through an online consent process.
- 1.11. "Payment Method" means a current, valid, and accepted method of payment, as may be updated from time to time, such as a bank account, credit card, or a third-party payment service.
- 1.12. "Permitted Charge" means an amount of money (capped at the Billing Authorization Value) that Tenant is deemed to owe a Landlord, (1) as permitted by applicable law and the Lease Agreement, for damage to the Rental Property, failure to move-in/sign the lease, and/or failure to pay rent, utilities, etc., and (2) submitted to be charged against a Billing Authorization.
- 1.13. "Preauthorized Payment Method" means a credit card, debit card, bank account, and/or other payment methods as may be available, all of which may be utilized for the payment of any and all fees due to Obligo, the Obligo Deposit, and/or Permitted Charges.
- 1.14. "Rental Property" means the residential property rented by Tenant from Landlord per the Lease Agreement.
- 1.15. "Security Deposit" means a cash value defined in a Lease Agreement (or other document entered into between a Landlord and Tenant) that is (1) collected by Landlord or collected by Obligo (via third party payment providers) and transmitted to Landlord, (2) held by Landlord, and (3) used by Landlord to collect payment for missed rent, property damage, and/or any other item permitted by state Security Deposit law.
- 1.16. "Service Fee" means a non-refundable fee paid to Obligo by Tenants utilizing the Billing Authorization Service in consideration for Obligo obtaining the Landlord's waiver of a Security Deposit requirement and for access to the Obligo Platform and ancillary Obligo services.
- 1.17. "Tenant" means a person, persons, or an entity that rents, occupies, and/or financially assists any of the foregoing in securing (1) the Rental Property from Landlord pursuant to a Lease Agreement; and/or (2) the move-in obligations; and/or (3) the Billing Authorization Service. A "Tenant" can be a parent or friend who does not live in the Rental Unit but co-signs the Lease or provides a Preauthorized Payment Method used to qualify for the Billing Authorization Service, such as in an additional payor or guarantor capacity.

1.18. "Tenant Information" means data and information that Landlord provides to Obligo, which may include the Tenant's name, rental property address and unit number, Security Deposit amount, Lease Agreement terms, information, and/or documentation related to Permitted Charges (including media), and other relevant information, including updates about changes to this information, to be used by Obligo for the provision of the Obligo Platform Services.

Tenant authorizes Obligo to request, and Landlord and other applicable third parties to supply Obligo with, Tenant Information as necessary to process Tenant's application and to provide the Services. Obligo shall hold, maintain, and use the Tenant Information for the purpose of the performance of this Agreement and in compliance with all applicable data privacy and protection laws and regulations.

2. OBLIGO PLATFORM SERVICES TERMS

2.1. Online Move-In Service

The "Online Move-In Service" allows Tenants to fulfill conditions necessary to enter into a Lease Agreement with their Landlord, by facilitating payments or by allowing data to be shared between the parties.

At the time of move-in, Landlords typically require Tenants to pay their first month's rent, Security Deposit, broker fees, application fees, or other move-in-related charges. You are authorizing Obligo, via a third party payment services provider, to process and/or facilitate these payments from you and to distribute them to your Landlord or the appropriate third parties.

Landlords also typically require data that needs to be obtained from you or with your consent. You are authorizing Obligo to collect this data either directly from you or from third parties. You are also authorizing Obligo to share your data with Landlord and/or third parties, where applicable. This data may include:

- Your name, birthday, email, phone number, social security number, tax identification number, addresses, and other personally identifying information.
- Photos or videos of yourself.
- Photos or scans of government-issued I.D.s, passports, and/or other documents.
- Bank statements and credit card statements, including ongoing online access via Open Banking.
- Credit reports, background checks, and other data aggregated by third parties.
- Any other document as necessary or required by Obligo and/or Landlord.

Obligo sometimes charges fees for payment processing, facilitation, and/or other services when applicable. Such fees, if payable by you, shall be disclosed through the Obligo Platform Services.

2.2. Billing Authorization Service

Landlords traditionally require Security Deposits to keep tenants accountable and to protect themselves from instances of property damages, missed rent, and other contingencies that

may be caused by tenants. The Billing Authorization Service achieves a similar purpose, without requiring a Holding Deposit and/or Security Deposit by Tenant. Landlords may accept the Billing Authorization in lieu of a Holding Deposit and/or Security Deposit, in part or in full, because Obligo agrees to acquire any obligations you owe in relation to Permitted Charges prior to any delinquency.

2.2.1. *Billing Authorization Application.* Obligo requires, and you agree to provide, the following in consideration of your application for the Billing Authorization Service:

- All data you provided, or was obtained about you through the use of Obligo's Online Move-In Service or through one of Obligo's property management software channel partners.
- Your consent to perform a background and credit check on you. All such checks will be performed in compliance with the Fair Credit Reporting Act (FCRA).
- Preauthorization to charge one or more Payment Methods.
- Credit card and bank account information, including online and ongoing Open Banking Access during the term of your Billing Authorization and thereafter, so long as Permitted Charges are outstanding.
- Any other data or payment as described on the Obligo Platform Services.

Similar data may be required for any additional payors or guarantors that you nominate.

Obligo has the right to deny your application and prevent you from using the Billing Authorization Service in its sole and absolute discretion.

2.2.2. *Cash-Backed Billing Authorization.* Tenants who elect a Cash-Backed Billing Authorization plan may, at their option and sole discretion, provide an Obligo Deposit to support their Billing Authorization. Obligo Deposits may be provided in any amount up to the Billing Authorization Value, and are held by Obligo. Obligo Deposits are not Security Deposits paid to your Landlord.

If you provide an Obligo Deposit equal to the Billing Authorization Value before your Billing Authorization renewal date, you will not pay renewal Service Fees following the payment of such Obligo Deposit. In the event that your Landlord submits Permitted Charges to your Billing Authorization after you move out of the Rental Unit, Obligo shall deduct an amount equal to the Permitted Charges from any Obligo Deposit you provide. Obligo will charge the balance of any Permitted Charges not satisfied by the Obligo Deposit (up to the Billing Authorization Value) to your Preauthorized Payment Methods. Obligo will return any uncharged amounts to you electronically at the Preauthorized Payment Method you designate for such return. Tenants must identify a deposit account to which Obligo may return any remaining funds electronically and/or provide a forwarding address for return by mail.

In the event that Obligo is insolvent or otherwise unable to return the Obligo Deposit to you, your Landlord will be provided with access to your Obligo Deposit via a Letter of Credit.

You may cancel or adjust the schedule for your Obligo Deposit payment at any time without penalty. If you do not make any Obligo Deposit payments or make payments

that equate to a Obligo Deposit of less than the Billing Authorization Value, you will continue to pay Service Fees on a yearly basis until (1) such a full deposit is provided or (2) your tenancy terminates.

2.2.3. Fees and Charge Payments. By signing up for Obligo's Billing Authorization Service (including for a Cash-Backed Billing Authorization), you (1) agree to pay to Obligo a non-refundable Service Fee, and (2) acknowledge that any Permitted Charge made by your Landlord that meets the conditions of the Billing Authorization Service is owed by you to Obligo. You authorize Obligo to satisfy Permitted Charges by: (1) deducting Permitted Charges from any Obligo Deposit and/or (2) charging your Preauthorized Payment Methods. You also acknowledge and agree that any outstanding balance you owe to Obligo related to the Services (including Service Fees and Permitted Charges) can be collected by Obligo, on its own behalf, using any legal means, including but not limited to, contacting you via email, telephone (including by using a pre-recorded message, robocaller, or AI caller), and SMS, charging your Preauthorized Payment Methods, litigation, and/or utilizing third party collection agencies, etc.

2.2.4. Cash-to-Billing Authorization Transition. Tenants with existing Security Deposits may apply for the Billing Authorization Service in order to replace some or all of their Security Deposit amount (the "Replaced Amount") with a Billing Authorization. Tenant typically receives the Replaced Amount from Landlord within 30 days of Obligo's notice of the Tenant's approval and Service Fee payment for the Billing Authorization Service.

In some cases, Obligo may forward the Replaced Amount to Tenant (via its third party payment providers) while Tenant's original Security Deposit still exists and is held by Landlord. In such cases, Tenant relinquishes to Obligo any right to receive the value of the Replaced Amount of such Security Deposit. Tenant thereby authorizes Landlord to withdraw the value of the Replaced Amount of the Security Deposit to reimburse Obligo for the Replaced Amount. If Landlord fails to forward the Security Deposit to Tenant or Obligo, as applicable, then Obligo may cancel the Billing Authorization Service without any liability to Tenant.

2.2.5. Billing Authorization-to-Cash Transition. In some cases, Tenants with existing Billing Authorizations may be allowed to reduce some or all of the Billing Authorization Value by paying a cash amount to their Landlord. Such cash payment will be kept as a Security Deposit by the Landlord. If you had originally elected a Cash-Backed Billing Authorization, Obligo will cancel your Billing Authorization Service and return any Obligo Deposit upon confirmation from the Landlord that you have fulfilled their full security requirement. Obligo's Service Fees are non-refundable and will not be returned.

2.2.6. Changes to your Payment Methods. You cannot remove a Preauthorized Payment Method used to qualify for the Billing Authorization Service without adding another qualifying Preauthorized Payment Method because Obligo made a qualification decision for your use of the Billing Authorization Service based on that specific Payment Method.

Obligo has the right to require that you update your Preauthorized Payment Methods

using the information provided by payment service providers. If we determine that any Preauthorized Payment Method is no longer available, accessible, has an insufficient balance, or is otherwise insolvent, then we may require you to add additional Preauthorized Payment Methods, which you will be required to do within 10 days of notice from us.

2.2.7. Permitted Charge Procedure. Tenant will receive a notice(s) through the Obligo Platform and/or via email of the Permitted Charge as well as applicable details and documentation provided by Landlord. In some cases, Landlord may be able to revise a Permitted Charge after it has been submitted. For disputes related to charges, please see "Disputes with Landlord" section.

Obligo reserves the right to collect Permitted Charges by charging any Preauthorized Payment Methods on file for your Obligo Account. You consent to Obligo charging any and all Preauthorized Payment Methods that you have added to your account to collect Permitted Charges.

In the event you elect a Cash-Backed Billing Authorization plan and have provided any Obligo Deposit, Obligo will first deduct Permitted Charges from such Obligo Deposit and, if Permitted Charges exceed the amount of the Obligo Deposit provided, charge your Preauthorized Payment Methods. Any Obligo Deposit you provide, minus Permitted Charges, will be returned to you at the end of your lease, within the window for the return of traditional cash security deposits required by the state in which the rental unit is located.

2.2.8. Applicability to Lease Agreement Terms. Landlord acknowledged, and you hereby agree, that the terms in a Lease Agreement pertaining to Security Deposits shall be construed to apply to Billing Authorizations to the extent that Tenant shall be permitted to subscribe to the Billing Authorization Service in satisfaction of the Tenant's Security Deposit obligations under the Lease Agreement without need for an amendment to the Lease Agreement. Notwithstanding the foregoing, a Landlord may still require a corresponding amendment to the Lease Agreement or other documentation.

2.2.9. Landlord Transitions. The owner of the property at which the Rental Unit is located may decide to sell the property or choose a different property manager to manage it. Obligo considers the most current Landlord to be the party with the right to determine and submit Permitted Charges. You are liable for Permitted Charges submitted by your Landlord at the time you vacate the Rental Unit, regardless of when the Landlord obtained control of the Rental Unit.

2.2.10. Modification to Billing Authorization Terms and Renewals. Modifications to the terms of a Billing Authorization, including the amount, may be done with the written agreement of Landlord and Obligo.

2.2.10.1. Obligo will seek Tenant's consent for changes that increase the Tenant's

liability, such as increases in the Billing Authorization Value and/or time frame of the Billing Authorization.

2.2.10.2. When a Lease Agreement is renewed, such renewal constitutes Tenant's consent for an extension of the Billing Authorization term. If the Lease Agreement includes an increase in the required Security Deposit, then the renewal also constitutes Tenant's consent for a corresponding increase in the Billing Authorization Value. Where Landlord notifies Obligo via telephone (including by using a pre-recorded message, robodialer, or AI caller), email, SMS, or some other communication method, or uploads Tenant's extended Lease Term and/or increased Security Deposit requirement to the Obligo Platform, this will also constitute Tenant's consent for an extension of the Billing Authorization term as well as Tenant's consent for a corresponding increase in the Billing Authorization Value.

2.2.11. *Billing Authorization Termination.* Obligo may continue to charge you applicable Service Fees on a yearly or monthly basis past the initial lease term or the term of Billing Authorization Service if your Landlord has not closed your Billing Authorization. The Billing Authorization remains in effect and you remain liable for any applicable Service Fees, other fees, and Permitted Charges, until termination of the Billing Authorization based on Landlord's release, even if we stop charging you for the Service.

Obligo will terminate the Billing Authorization upon any of the following scenarios:

2.2.11.1. Confirmation by Landlord to Obligo that you (1) moved out, (2) have no further liability, and (3) that the Billing Authorization may be terminated.

2.2.11.2. Confirmation by Landlord to Obligo that you paid the equivalent of the Billing Authorization amount to the Landlord, and that the Billing Authorization may be terminated.

2.3. No Change to Your Lease Obligations.

Your use of the Online Move-In Service and/or Billing Authorization Service does not, in any way, change your obligation to pay Permitted Charges that are assessed to you under applicable law or the Lease Agreement, including for damage to the Rental Property, failure to pay rent, failure to move-in/sign the lease, lease breaks, etc.

2.4 Additional Payors and Guarantors

You represent to Obligo that you have the authorization of any additional payor and/or guarantor not named on the lease (also defined as a "Tenant" per our terms), to use their Payment Methods if you enter those into the Obligo Platform.

You acknowledge and agree that such Payment Methods are preauthorized by the additional payor and/or guarantor and may be charged in place, or in addition to your own Preauthorized Payment Methods which are on file. Any additional payors and guarantors are

jointly and severally liable for any and all service charges, Permitted Charges, or other amounts such as payment processing and/or facilitation fees, late fees, failed transaction fees, and/or interest due on your account.

If you are an additional payor or guarantor and you have provided your Payment Method(s) or methods to be used in association with the Obligo Platform Services, then you agree that (1) all amounts due by Applicant under this Agreement may be charged to your Preauthorized Payment Method, without notification, based on this preauthorization (2) the Applicant and you shall be jointly and severally liable for the payment of Permitted Charges and other amounts due under this Agreement (3) you will not challenge or apply a chargeback to any charge Obligo makes to your Preauthorized Payment Method that is authorized under this Agreement, and (4) you will not change or disable your Preauthorized Payment Method without Obligo's prior written consent.

3. FEES AND PAYMENTS

3.1. Applicable Fees.

You agree to pay any applicable fees as described on the Obligo Platform, or otherwise presented to you by Obligo, for the following: (1) the Online Move-In Service, (2) Billing Authorization Service, (3) bank wires, (4) credit card processing, (5) payment facilitation, (6) late payments, (7) failed transactions, and/or (8) other costs similarly presented to you.

All fees are exclusive of taxes and, if Obligo incurs taxes on your behalf, you will pay or reimburse Obligo for all taxes arising out of this Agreement.

You are responsible for all late fees, processing fees, failed transaction fees, interest fees, collection agency fees, and/or attorney fees incurred to collect any amounts due to Obligo under this Agreement. Obligo or any third-party collection agency hired by Obligo may report any outstanding debt owed to us to the relevant collection bureaus and/or credit reporting agencies. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

3.2. Obligo Deposit.

If you wish to utilize a Cash-Backed Billing Authorization, your designated Preauthorized Payment Method will be charged for the Obligo Deposit according to the schedule chosen by you at the time of your election of the service. If your Preauthorized Payment Method fails, Obligo will assume your continued intent to provide an Obligo Deposit unless otherwise informed and add a new scheduled installment payment to the month following the last scheduled installment payment at no charge to you. You shall be responsible for any cost incurred by Obligo for a failed charge transaction in the event you have not notified Obligo of your intention to cancel your scheduled installment payment (which you may do at any time prior to the scheduled payment). Your decision not to pay all or part of the Obligo Deposit will not result in (1) any late fees, interest fees, collection agency fees, and/or attorney's fees, or (2) reporting to collection bureaus and/or credit reporting agencies. If you pay an Obligo Deposit equal to the Billing Authorization Value before the end of the term of your Billing Authorization, you will not pay any future renewal Service Fees.

3.3. Payment Processing

You consent to Obligo charging your Preauthorized Payment Methods for all amounts due under this Agreement without requiring your prior authorization for each such instance, and such charges may be made in total or in installments, as determined in Obligo's discretion. Obligo reserves the right to charge a Preauthorized Payment Method (1) on a scheduled payment date for an amount less than the scheduled amount to avoid a failed transaction and/or (2) on a date that was not originally scheduled upon three (3) days' notice to you. Obligo may use the open banking connection provided by you, if active, to determine the probability of a transaction failing before charging a Preauthorized Payment Method.

3.4. Pricing Corrections

Obligo reserves the right to correct any errors or mistakes in pricing that it makes even if it has already requested or received payment from Tenant. Obligo may change prices at any time upon 30 days prior notice. All payments shall be in U.S. dollars. Charges that are not disputed within 30 days of the date charged are conclusively deemed accurate.

3.5. Account Suspension

Your account will be considered delinquent if you or your Preauthorized Payment Method fails to pay any amount due to Obligo and that amount remains unpaid at the beginning of the next accounting cycle. Failure to pay amounts due to Obligo may also be considered a violation of your lease with your Landlord.

Your account may be suspended if your account is delinquent for more than 30 days, and Obligo may terminate your Billing Authorization Service as per the "Termination" Section(s) of these Terms. Unpaid amounts are subject to interest of 1% per month on any outstanding balance or the maximum rate permitted by law, whichever is less.

4. REFUND POLICY

Service Fee payments and payments made to satisfy Permitted Charges are nonrefundable and there are no credits. Service Fees are fully earned upon sign-up, regardless of whether Tenant is allowed to pay such fee in installments and/or cancels or is terminated from the Service.

Tenants who elect a Cash-Backed Billing Authorization plan and have provided an Obligo Deposit will receive a refund of such Obligo Deposit when: (1) the Billing Authorization is closed by Landlord without Permitted Charges or (2) the Billing Authorization is closed by Landlord with Permitted Charges that are less than the total Billing Authorization Value, in which case Tenant will receive a refund of the Obligo Deposit less any Permitted Charges. Obligo will not refund any Obligo Deposits prior to the end of your tenancy.

5. USER REPRESENTATIONS

By using the Obligo Platform Services, you represent and warrant that:

- a. all registration information you submit is truthful and accurate;

- b. you will maintain the accuracy of such information;
- c. you will keep your password confidential and will be responsible for all use of your password and account;
- d. you are not a minor in the jurisdiction in which you reside;
- e. your use of the Obligo Platform Services does not violate any applicable law or regulation; and

You also agree to: (1) provide true, accurate, current, and complete information about yourself as prompted by the Obligo Platform Services' registration forms and (2) maintain and promptly update all data to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, not current, or incomplete, or Obligo has reasonable grounds to suspect that such information is untrue, inaccurate, outdated, or incomplete, Obligo has the right to suspend or terminate your account and refuse any and all current or future use of the Obligo Platform Services (or any portion thereof).

You are responsible to Obligo for the violation of this Agreement by any person to whom you have given access to the Obligo Platform Services, and any person who gains access to your account as a result of your failure to use reasonable security precautions, to the same extent as if you had committed the violation yourself, even if such violation was not authorized by you. You are responsible to Obligo for any fees arising from the aforementioned.

6. APP LICENSE

6.1. Use License

If you are accessing the Obligo Platform Services via a mobile application, then Obligo grants you a revocable, non-exclusive, non-transferable, limited right to install and use the application on wireless handsets owned and controlled by you, and to access and use the application on such devices strictly in accordance with the terms and conditions of this license. You shall use the application strictly in accordance with the terms of this license and shall not: (a) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the application; (b) make any modification, adaptation, improvement, enhancement, translation or derivative work from the application; (c) violate any applicable laws, rules or regulations in connection with your access or use of the application; (d) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) of Obligo or its affiliates, partners, suppliers, or the licensors of the application; (e) use the application for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended; (f) make the application available over a network or other environment permitting access or use by multiple devices or users at the same time; (g) use the application for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the application; (h) use the application to send automated queries to any Obligo Platform Service or to send any unsolicited commercial e-mail; or (i) use any proprietary information or interfaces of Obligo or other intellectual property of Obligo in the design, development, manufacture, licensing, or distribution of any applications, accessories or devices for use with the application.

6.2. Terms Applicable to Apple and Android Devices

The following terms apply when you use a mobile application obtained from either the Apple Store or Google Play to access the Obligo Platform Services (hereinafter referred to as the "Obligo Application"). You acknowledge that this Agreement is concluded between you and Obligo only, and not with Apple, Inc. or Google, Inc. (each an "App Distributor"), and Obligo, not an App Distributor, is solely responsible for the Obligo Application and the content thereof.

- 6.2.1. *Scope of License.* The license granted to you for the Obligo Application is limited to a non-transferable license to use the Obligo Application on a device that utilizes the Apple iOS or Android operating system, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor terms of service.
- 6.2.2. *Maintenance and Support.* Obligo is solely responsible for providing any maintenance and support services with respect to the Obligo Application, as specified in this Agreement, or as required under applicable law. You acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the Obligo Application.
- 6.2.3. *Warranty.* Obligo is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the Obligo application to conform to any applicable warranty, you may notify an App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the Obligo Application, and to the maximum extent permitted by applicable law, an App Distributor will have no other warranty obligation whatsoever with respect to the Obligo Application, and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be Obligo's sole responsibility.
- 6.2.4. *Product Claims.* You acknowledge that Obligo, not an App Distributor, is responsible for addressing any claims of yours or any third party relating to the Obligo Application or your possession and/or use of the Obligo Application, including, but not limited to: (1) product liability claims; (2) any claim that the Obligo Application fails to conform to any applicable legal or regulatory requirement; and (3) claims arising under consumer protection or similar legislation.
- 6.2.5. *Intellectual Property Rights.* You acknowledge that, in the event of any third party claim that the Obligo Application or your possession and use of the Obligo Application infringes a third party's intellectual property rights, the App Distributor will not be responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim.
- 6.2.6. *Legal Compliance.* You represent and warrant that (1) you are not located in a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country; and (2) you are not listed on any U.S. government list of prohibited or restricted parties.

6.2.7. *Third Party Terms of Agreement.* You must comply with applicable third-party terms of agreement when using the Obligo application, e.g., if you have a VoIP application, then you must not be in violation of their wireless data service agreement when using the Obligo Application.

6.2.8. *Third Party Beneficiary.* Obligo and you acknowledge and agree that the App Distributors, and their subsidiaries, are third party beneficiaries of this Agreement, and that, upon your acceptance of the terms and conditions of this Agreement, each App Distributor will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary thereof.

7. PROHIBITED ACTIVITIES

You may not access or use the Obligo Platform Services for any purpose other than that for which Obligo makes it available. If you engage in any of the prohibited activities described below, you will not be permitted to create an account, or your account will be terminated in accordance with the Termination clause(s) by Obligo in its sole and absolute discretion. Prohibited activities include, but are not limited to:

- a. criminal or tortious activity;
- b. systematic retrieval of data or other content from the Obligo Platform Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from Obligo;
- c. making any unauthorized use of the Obligo Platform Services, including collecting usernames and/or email addresses of users, or creating user accounts by automated means or under false pretenses;
- d. tricking, defrauding, or misleading Obligo and other users, especially in any attempt to learn sensitive account information such as passwords;
- e. engaging in any automated use of the system, such as using any data mining, robots, or similar data gathering and extraction tools;
- f. interfering with, disrupting, or creating an undue burden on the Obligo Platform Services or the networks or services connected to the Obligo Platform Services;
- g. attempting to impersonate another user or person or using the username of another user; selling or otherwise transferring your profile;
- h. using any information obtained from the Obligo Platform Services in order to harass, abuse, or harm another person;
- i. using the Obligo Platform Services as part of any effort to compete with Obligo;
- j. deciphering, decompiling, disassembling, or reverse engineering any of the software comprising or in any way making up a part of the Obligo Platform Services;
- k. attempting to bypass any measures of the Obligo Platform Services designed to prevent or restrict access to the Obligo Platform Services, or any portion of the Obligo Platform Services;
- l. harassing, annoying, intimidating, or threatening any Obligo employees or agents engaged in providing any portion of the Obligo Platform Services to you;
- m. deleting the copyright or other proprietary rights notice from any Obligo Platform Services content;
- n. except as may be the result of standard search engine or Internet browser usage, using, launching, developing, or distributing any automated system, including, without

limitation, any spider, robot (or "bot"), cheat utility, scraper, or offline reader that accesses the Obligo Platform Services, or using or launching any unauthorized script or other software; or

- o. using the Obligo Platform Services in a manner inconsistent with any and all applicable laws and regulations.

8. INTELLECTUAL PROPERTY RIGHTS

The content on the Obligo Platform Services ("Obligo Content") and the trademarks, trade dress, service marks, and logos contained therein ("Marks") are owned by or licensed to Obligo and are subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. Obligo Content includes, without limitation, all source code, databases, functionality, software, Obligo Platform Services designs, audio, video, text, photographs, and graphics. All Obligo graphics, logos, designs, page headers, button icons, scripts, and service names are registered trademarks, common law trademarks, or trade dress of Obligo in the U.S. and/or other countries. The Marks may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of Obligo.

The Obligo Content on the Obligo Platform Services is provided to you "AS IS" for your information and personal use only and may not be used, copied, reproduced, aggregated, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. Provided that you are eligible to use the Obligo Platform Services, you are granted a limited license to access and use the Obligo Platform Services and the Obligo Content and to download or print a copy of any portion of the Obligo Content to which you have properly gained access solely for your personal, non-commercial use. Obligo reserves all rights not expressly granted to you in and to the Obligo Platform Services and Obligo Content and Marks.

9. Submissions.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information about the Obligo Platform Services ("Submissions") provided by you to Obligo are non-confidential and Obligo (as well as any designee of Obligo) shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

10. THIRD PARTY SERVICES AND CONSENT

The Obligo Platform Services may contain (or you may be sent through the Obligo Platform Services) links to other services ("Third Party Services") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software and other content or items belonging to or originating from third parties (the "Third Party Content"). Such Third Party Services and Third Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Services accessed through the

Obligo Platform Services or any Third Party Content posted on, available through, or installed from the Obligo Platform Services, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Services or the Third Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Service or any Third-Party Content does not imply approval or endorsement thereof by us. Any purchases you make through Third Party Services will be through other services and from other companies, and Obligo takes no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party.

11. THIRD PARTY PAYMENT SERVICES

- 11.1. STRIPE: Some payment processing services for Tenants are provided by Stripe (www.stripe.com) and are subject to the [Stripe Connected Account Agreement](#), which includes the [Stripe Terms of Service](#) (collectively, the "Stripe Services Agreement"). By agreeing to this Agreement or continuing to subscribe to the Billing Authorization Service and otherwise using the Obligo Platform Services, you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of Obligo enabling payment processing services through Stripe, you agree to provide Obligo accurate and complete information about you and your business, and you authorize Obligo to share it and transaction information related to your use of the payment processing services provided by Stripe.
- 11.2. DWOLLA: In order to use the payment functionality of our application, a "Dwolla Platform" account provided by Dwolla, Inc. will be opened for you, and you must accept the Dwolla Terms of Service and Privacy Policy, located at <https://www.dwolla.com/legal/tos/> <https://www.dwolla.com/legal/privacy/#legal-content>, respectively. Any funds held in the Dwolla account are held by Dwolla's financial institution partners as set out in the Dwolla Terms of Service. You authorize Obligo to collect and share with Dwolla your personal information including full name, email address, and financial information, and you are responsible for the accuracy and completeness of that data. You understand that you will access and manage your Dwolla account through Obligo's application, and Dwolla account notifications will be sent by Obligo, not Dwolla. Obligo will provide email and chat customer support for your Dwolla account activity via your log-in at myobligo.com.
- 11.3. PLAID: Obligo in some cases uses the services of Plaid, including but not limited to its Open Banking services, in order to verify Tenant's bank account and access Tenants' bank account current balance and transaction history (the "Plaid Service Data"). Tenant hereby expressly grants Plaid the right, power and authority to (acting on behalf of Tenant) access and transmit the Plaid Service Data as reasonably necessary for Plaid to provide its service to Tenant. Plaid's Terms of Service and End User Privacy Policy is located at www.plaid.com/legal.

12. TERM AND TERMINATION

This Agreement shall remain in full force and effect while you use the Obligo Platform Services or are otherwise a user of the Billing Authorization Service, as applicable. If Obligo terminates or suspends your account for any reason, you are prohibited from registering and creating a new account under your name, a fake name, borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, Obligo reserves the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress. Any termination does not revoke, suspend, satisfy, or otherwise limit Obligo from using any legal means, including but not limited to charging your Preauthorized Payment Methods, litigation, and/or utilizing third party collection agencies to collect any and all outstanding balance.

Any provisions of this Agreement that, in order to fulfill the purposes of such provisions, need to survive the termination or expiration of this Agreement, shall be deemed to survive for as long as necessary to fulfill such purposes.

YOUR RIGHT TO CANCEL – RESIDENTS OF CERTAIN STATES, SUCH AS ARIZONA, CALIFORNIA, CONNECTICUT, ILLINOIS, IOWA, MINNESOTA, NEW YORK, NORTH CAROLINA, OHIO, RHODE ISLAND, AND WISCONSIN MAY CANCEL THIS AGREEMENT, WITHOUT PENALTY OR OBLIGATION, AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY, EXCLUDING HOLIDAYS, FOLLOWING THE DATE YOU ACCEPTED THIS AGREEMENT. PLEASE CHECK YOUR RESPECTIVE STATE RULES. TO CANCEL, PLEASE CONTACT AN OBLIGO CUSTOMER CARE REPRESENTATIVE DURING NORMAL BUSINESS HOURS USING THE CONTACT INFORMATION LISTED BELOW IN THIS AGREEMENT. THIS SECTION APPLIES ONLY TO INDIVIDUALS RESIDING IN STATES WITH SUCH LAWS.

13. DISPUTES

13.1. Disputes with Landlords

Examples of disputes between you and your Landlord include, but are not limited to, wear and tear deductions, repair and deduct set-offs, and charges for damages you believe you did not do. Please refer to your lease and local laws to resolve with your Landlord.

Obligo will process and/or facilitate, through a third-party payments vendor, Permitted Charges as provided in this Agreement and Tenant shall have no right to block or prevent the charge. However, if Tenant disputes a Permitted Charge facilitated by Obligo, then Landlord and Tenant are solely responsible for resolving the dispute. Obligo will play no role in assessing the merit and/or legality of any of Landlord's Permitted Charge(s), nor in assessing the merit of Tenant's dispute. Obligo will not be liable for any damages resulting from erroneous or illegal Permitted Charges, nor from unmerited disputes by Tenants. Obligo may, in its sole discretion, communicate with Landlord and Tenant regarding a Permitted Charge or a dispute, but in doing so would not assume any responsibility nor liability for the outcome of the dispute. If a dispute is resolved in favor of Tenant, then Landlord shall be responsible for refunding the Permitted Charge or portion thereof to Tenant. Tenant hereby

waives any right of action against Obligo for damages or other claims arising from the processing or facilitation of any Permitted Charge by Obligo in accordance with the terms of this Agreement.

13.2. Disputes with Obligo

Obligo has a dedicated Customer Support team that is here to assist you with issues and/or concerns you may have with the Obligo Platform Services. Please contact them at the email listed in the "Contact Us" section below. In the event we are unable to resolve your dispute and you decide to pursue legal action, the following terms apply:

13.2.1. *Governing Law; Jurisdiction.* This Agreement and all aspects of the Obligo Platform shall be governed by and construed in accordance with the internal laws of the State of New York, without regard to conflict of law provisions. With respect to any disputes or claims not subject to informal dispute resolution or arbitration (as set forth below), you agree not to commence or prosecute any action in connection therewith other than in the state and federal courts located in New York County, State of New York, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in such state and federal courts. Application of the United Nations Convention on Contracts for the International Sale of Goods is excluded from this Agreement. Additionally, the application of the Uniform Computer Information Transaction Act (UCITA) is excluded from this Agreement. In no event shall any claim, action, or proceeding by you related in any way to the Obligo Platform be instituted more than two (2) years after the cause of action arose.

13.2.2. *Informal Resolution.* To expedite the resolution of your dispute, controversy, or claim related to this Agreement ("Dispute") and to minimize costs, you and Obligo agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating any arbitration or court proceeding. Such informal negotiations commence upon written notice from one party to the other.

13.2.3. *Binding Arbitration Agreement.* If you and Obligo are unable to resolve a Dispute through informal negotiations, either you or Obligo may elect to have the Dispute (except those Disputes expressly excluded below) finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party shall be final and binding on the other. YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.

13.2.3.1. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") ("AAA Commercial Rules") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at www.adr.org. This Agreement may modify the AAA Commercial Rules and/or the AAA Consumer Rules. You may download or copy a form Notice and a form to initiate arbitration from the AAA at www.adr.org.

13.2.3.2. The arbitrator, who will be bound by these Terms, shall decide all Disputes arising out of or relating to the interpretation or application of these Terms and any provisions related to this arbitration agreement. During the arbitration, the amount of any settlement offer made by Obligo or you shall not be disclosed to the arbitrator. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or equity. The arbitrator may award attorneys fees and costs to Obligo if it is determined that your claim was brought in bad faith, for the purposes of harassment, or is frivolous in nature.

13.2.3.3. The arbitration may be conducted in person, through the submission of documents, by phone, or online via videoconference. If the arbitration is to take place in person, unless you and Obligo agree otherwise, or except where required by the applicable AAA rules or law, any hearings will take place in New York County, New York. Your arbitration fees, including all administrative and filing fees, and your share of arbitrator compensation shall be governed by the AAA Rules and, where appropriate, limited by the AAA Consumer Rules.

12.2.3.4. Regardless of the manner in which the arbitration is conducted, the arbitrator will make a reasoned decision in writing sufficient to explain the essential findings and conclusions on which the award is based. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except as otherwise provided in this Agreement, you and Obligo may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the arbitrator's entered award.

13.2.4. *Restrictions.* You and Obligo agree that any arbitration shall be limited to the Dispute between Obligo and you individually. To the full extent permitted by law, (1) no arbitration shall be joined with any other; (2) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class-action procedures; and (3) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

13.2.5. *Exceptions to Informal Negotiations and Arbitration.* You and Obligo agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (1) any Disputes seeking to enforce or protect, or concerning the validity of any of your or Obligo's intellectual property rights; (2) any Dispute related to, or arising from, allegations of fraud, theft, piracy, or unauthorized use; and (3) any claim for injunctive relief. If this Section is found to be illegal or unenforceable then neither you nor Obligo will elect to arbitrate any Dispute falling within that portion of this Section found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and you and Obligo agree to submit to the personal jurisdiction of that court.

14.DISCLAIMERS

YOU AGREE THAT YOUR USE OF THE OBLIGO PLATFORM SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, OBLIGO, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE OBLIGO PLATFORM SERVICES AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. OBLIGO MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE PERFORMANCE OF THE OBLIGO PLATFORM SERVICES OR ANY SERVICES LINKED TO THE OBLIGO PLATFORM SERVICES AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR OBLIGO PLATFORM SERVICES, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF OR ERRONEOUS TRANSMISSION TO OR FROM THE OBLIGO PLATFORM SERVICES, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE OBLIGO PLATFORM SERVICES BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY PERFORMANCE OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE OBLIGO PLATFORM SERVICES.

OBLIGO DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE OBLIGO PLATFORM SERVICES OR ANY HYPERLINKED SERVICE OR FEATURE IN ANY BANNER OR OTHER ADVERTISING, AND OBLIGO WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

15.LIMITATIONS OF LIABILITY

IN NO EVENT SHALL OBLIGO OR ITS DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA OR OTHER DAMAGES ARISING FROM YOUR USE OF THE OBLIGO PLATFORM SERVICES, EVEN IF OBLIGO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OBLIGO'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO OBLIGO AS FEES FOR THE OBLIGO PLATFORM SERVICES DURING THE PERIOD OF THREE (3) MONTHS PRIOR TO ANY CAUSE OF ACTION ARISING.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU,

AND YOU MAY HAVE ADDITIONAL RIGHTS.

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."

16.INDEMNITY

You agree to defend, indemnify, and hold Obligo, its subsidiaries, and affiliates, and their respective officers, agents, partners, and employees, harmless from and against, any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of your use of the Obligo Platform Services, and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth above. Obligo will use reasonable efforts to notify you of any such claim, action, or proceeding that is subject to this indemnification upon becoming aware of it.

17.NOTICES

Except as explicitly stated otherwise, any notices given to Obligo shall be given by email to the address listed in the contact information below. Any notices given to you shall be given to the email address you provided during the registration process, or such other address as each party may specify. Notice shall be deemed to be given twenty-four (24) hours after the email is sent unless the sending party is notified that the email address is invalid. We may also choose to send notices by regular mail.

18.ELECTRONIC CONTRACTING

Your use of the Obligo Platform Services includes the ability to enter into agreements and/or to make transactions electronically. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO RELATING TO THE OBLIGO PLATFORM SERVICES, INCLUDING NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS. In order to access and retain your electronic records, you may be required to have certain hardware and software, which are your sole responsibility.

19.MISCELLANEOUS

This Agreement constitutes the entire agreement between you and Obligo regarding the use of the Obligo Platform Services. The failure of Obligo to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. This Agreement operates to the fullest extent permissible by law. This Agreement and your account may not be assigned by you without our express written consent. Obligo

may assign any or all of its rights and obligations to others at any time. Obligo shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond Obligo's reasonable control. If any provision or part of a provision of this Agreement is unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions. Upon Obligo's request, you will furnish Obligo any documentation, substantiation, or releases necessary to verify your compliance with this Agreement. You agree that this Agreement will not be construed against Obligo by virtue of having drafted it. You hereby waive any and all defenses you may have based on the electronic form of this Agreement and the lack of signing by the parties hereto to execute this Agreement.

CONTACT US -

If you have any questions about this Agreement or wish to provide notice to Obligo, please contact us at:

Email: support@myobligo.com

Mail:
Obligo Inc.
900 Broadway, 5th Floor
New York, New York 10003

If you are a California resident and have an unresolved complaint, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs in writing at 400 "R" Street, Sacramento, California 95814 or by telephone at 1-916-445-1254.

SPECIFIC PROVISION FOR FLORIDA RESIDENTS

This section pertains to [Florida Statutes § 83.491](#) and shall apply only to Florida Tenants with leases that are entered or renewed on or after July 1, 2023.

1. PARTICIPATION IN THE BILLING AUTHORIZATION SERVICE

The Billing Authorization Service requires that Tenants pay a non-refundable fee to Obligo. This fee is not a Security Deposit. Its purpose is to secure the occupancy of the rental unit. Obligo will not increase the cost of this fee during the initial term of the Lease Agreement, but reserves the right to do so if Tenants renew their lease or enter into a new Lease Agreement.

2. LANDLORD CHARGES TO THE BILLING AUTHORIZATION SERVICE

Landlords of Tenants participating in the Billing Authorization Service may submit charges arising from unpaid rent, fees, or other obligations under the Lease Agreement including, but not limited to, costs required for repairing damage to the premises beyond normal wear and tear. Tenant is responsible for the payment of such charges. Notwithstanding Section 2.9 of Obligo's Tenant Terms of Service, Florida Landlords must submit charges within 30 days of the conclusion of the tenancy.

3. TERMINATION OF THE BILLING AUTHORIZATION SERVICE

Tenants participating in Obligo's Billing Authorization Service have the option to terminate the Billing Authorization by paying the Security Deposit listed in the Lease Agreement to Obligo or the Landlord in one lump sum or in monthly installments at any time. If a Security Deposit was not previously agreed upon, Tenants will be obligated to pay the amount of the Security Deposit offered to new Tenants for a substantially similar dwelling unit on the date of termination. Obligo will no longer collect the Billing Authorization Service fee from Tenants after they pay the full amount of the Security Deposit to Obligo or after it receives notice of the payment to the Landlord. Obligo will not charge Tenants additional fees for early termination of the Billing Authorization or the collection of a Security Deposit, except for those fees for payment processing and/or facilitation as described in Obligo's Tenant Terms of Service and disclosed through the Obligo Platform Service.

4. TENANT DEFAULT

Tenants who fail to pay the Billing Authorization Service fee to Obligo on time will be considered in default of Obligo's Tenant Terms of Service. In order to cure this default, Tenants must pay the Security Deposit stated in the Lease Agreement to Obligo or to the Landlord within the timeframe specified in the Lease Agreement or within 30 days of the default, whichever is shorter. Tenants' default of the Billing Authorization Service will not adversely affect their credit rating so long as the Security Deposit is paid within the cure period.

DISCLAIMER FOR FLORIDA RESIDENTS- FEE IN LIEU OF SECURITY DEPOSIT

THIS FEE IS NOT A SECURITY DEPOSIT AND PAYMENT OF THE FEE DOES NOT ABSOLVE TENANTS OF ANY OBLIGATIONS UNDER THE RENTAL AGREEMENT, INCLUDING THE OBLIGATION TO PAY RENT AS IT BECOMES DUE AND ANY COSTS AND DAMAGES BEYOND NORMAL WEAR AND TEAR WHICH TENANTS OR THEIR GUESTS MAY CAUSE.

TENANTS MAY TERMINATE THIS AGREEMENT AT ANY TIME AND STOP PAYING THE FEE AND INSTEAD PAY THE SECURITY DEPOSIT AS PROVIDED IN SECTION 83.491, FLORIDA STATUTES.

THIS AGREEMENT HAS BEEN ENTERED INTO VOLUNTARILY BY BOTH PARTIES AND TENANTS AGREE TO PAY OBLIGO, AS AGENT OF THE LANDLORD FOR THIS SPECIFIC AND LIMITED PURPOSE, A FEE IN LIEU OF A SECURITY DEPOSIT AS AUTHORIZED UNDER SECTION 83.491, FLORIDA STATUTES. IF THE LANDLORD OR OBLIGO USE ANY PORTION OF THE TENANTS' FEE TO PURCHASE INSURANCE, TENANTS ARE NOT INSURED AND ARE NOT BENEFICIARIES OF SUCH COVERAGE, AND THE INSURANCE DOES NOT CHANGE THE TENANTS' FINANCIAL OBLIGATIONS UNDER THE RENTAL AGREEMENT.

THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.