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**Permitted Uses; Act Accordingly.** You understand and agree that you need to exercise good judgment and common sense; conduct yourself on this Site with all necessary, appropriate, and prudent action. By using this Site and the Services, you agree to be subject to all applicable local, state, local, provincial, territorial, federal, and international laws. You agree not to use the Site and Services or any of the contents contained herein for any illegal purpose nor to transmit to or through the Site and Services any material that is illegal, harmful, threatening, defamatory, obscene, hateful, or otherwise objectionable, or to interfere with, abuse, or otherwise violate the legal rights of any third party using the Site and Services (including any such conduct related to Febre Frameworks' products, merchandise, or the services offered on or in connection with the Site and Services.

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You must not misuse the Site and Services by knowingly introducing viruses, Trojans, worms, logic bombs, or other material which is malicious or harmful to technology. You must not attempt to gain unauthorized access to the Site and Services, the server on which the Site and Services are stored, or any server, computer or database connected to the Site. You must not attack the Site via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you may commit a criminal offense. Febre Frameworks will report any such breach to the relevant law enforcement authorities and will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Site and Services will cease immediately. Febre Frameworks will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Site or your downloading any material posted on the Site or any third-party website linked to the Site.

**Availability of Site.** We do not guarantee that any content will be made available through the Services. We reserve the right, but not the obligation, to (i) remove, edit, or modify any content in our sole discretion, at any time, without notice to you, and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such content or if we are concerned that you may have violated these Terms of Use), or for no reason at all, and (ii) remove or block any content from the Site. Febre Frameworks reserves the right to change these Terms of Use from time to time. Febre Frameworks notifies you of changes to these Terms of Use by updating them on this Site and Febre Frameworks may apply information as timely as possible setting forth the date on which the update was made directly on the Site. Febre Frameworks encourages you to retain a copy of these Terms of Use and periodically to check this Site for updates. Your use of this Site indicates your acceptance of the latest version of these Terms of Use. No waiver of any provision in these Terms of Use shall be effective unless made in writing signed by Febre Frameworks and shall not prevent any subsequent enforcement of these Terms of Use.

### **Rules of Conduct**

**No Prohibited Use.** As a condition of use, you shall not use the Services for any purpose that is prohibited by these Terms of Service. You are responsible for all of your activity in connection with the Services.

**Our Additional Rights.** We also reserve the right, without any obligation, to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request; (ii) enforce these Terms of Service, including investigation of potential violations hereof; (iii) detect, prevent, or otherwise address fraud, security or technical issues; (iv) respond to user support requests; (v) fulfill any requests for services or otherwise submitted into the Site; or (vi) protect the rights, property or safety of us, our users, and the public. You acknowledge and agree that we may, but have no obligation to, conduct background checks, reference checks, and credit checks on any users of

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Contributions must:

- Be accurate (when they state facts);
- Be genuinely held (when they state opinions); and
- Comply with applicable laws in the United States of America and in any country from which they are posted.

Whether publicly posted or privately transmitted, it is the sole responsibility of the person who originated such Contributions as content to be liable for such Contributions.

• The following standards apply to any and all Contributed content. Without limiting the foregoing, you must not post Distributed content that: infringes any patent, trademark, trade secret, copyright, right of publicity, or other right of any other person or entity or violates any law or contractual duty - you know is false, misleading, untruthful, or inaccurate; is unlawful, threatening, discriminatory, hateful, abusive, harassing, defamatory, libelous, deceptive, fraudulent, abuse or invade another person's privacy or cause annoyance, inconvenience or needless anxiety, tortious, obscene, vulgar, pornographic, offensive, or profane; contains or depicts nudity or sexual activity; promotes bigotry, racism, hatred, or harm against any individual or group; or is otherwise inappropriate as determined by us in our sole discretion; - constitutes unauthorized or unsolicited advertising, junk, or bulk e-mail ("spamming"); - contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit, or interfere with the proper function of any software, hardware, or telecommunications equipment, or to damage or obtain unauthorized access to any system, data, password, or other information of ours or of any third party; - impersonates, bullies, stalks, or intimidates any person or entity, including any of our employees or representatives, or falsifies or misrepresents yourself or your personal information; or - includes any confidential

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Febre Frameworks will determine, in its sole discretion, whether there has been a breach of these content standards through your use of the Site. When Febre Frameworks determines that a breach has occurred, Febre Frameworks may take such action as it deems appropriate, including but not limited to one or more of the following:

1. Immediate, temporary or permanent withdrawal of your right to use the Site;
2. Immediate, temporary or permanent removal of any Contribution by you;
3. Legal proceedings against you for reimbursement of all costs (including but not limited to administrative and legal costs) incurred by Febre Frameworks resulting from the breach; and
4. Disclosure of such information to law enforcement authorities as Febre Frameworks deems reasonably necessary.

In no event shall Febre Frameworks be liable for any actions taken in response to any breach of these content standards.

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## **WARRANTIES AND LIABILITY**

### **Disclaimer of Warranties**

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**Indemnification.** You shall defend, indemnify, and hold harmless Febre Frameworks, its parent(s), subsidiaries, affiliates, and each of its and their respective employees, contractors, directors, officers, suppliers, agents, licensors, and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to (i) your use or misuse of, or access to, the Site, Services, property, listings, Contributions, or otherwise; (ii) violation of these Terms of Service; (iii) breach of any contract, or other agreement you enter into; (iv) your interactions or transactions with any other User; or (vi) infringement by you, or any third party using your account or identity in connection with this Site and Services, of any intellectual property or other right of any person or entity. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defenses.

**Further Releases.** You shall and hereby do release us from all liability for you having acquired or not acquired housing through the Site or Services. You hereby release Febre Frameworks, and its parent(s), subsidiaries, affiliates, directors, officers, employees, agents, subsidiaries, affiliates, successors, predecessors, assigns, heirs, service providers, insurers, investors, attorneys, advisors, and suppliers from all claims, demands, and damages of every kind and nature, known and unknown, direct and indirect, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to content accessed through the Site or Services, or any interactions with others arising out of or related thereto, and you expressly waive the provisions of any local law.

**Termination.** Febre Frameworks may terminate your access to all or any part of the Site or Services at any time, with or without cause, with or without notice, and effective immediately, which may result in the forfeiture and destruction of all information associated with any account or membership you established with Febre Frameworks. If you wish to terminate your Account, you may do so by contacting (813) 906-8300 or emailing [Booking@FebreFrameworks.com](mailto:Booking@FebreFrameworks.com). All provisions of these Terms of Service which by their nature survive termination shall survive termination, including, without limitation, licenses of any content a User provides, ownership provisions, warranty disclaimers, indemnity and limitations of liability, and arbitration. Further, you agree that upon termination Febre Frameworks may delete all files and information related to your account (if any established) and may bar your access to your account (if any) and the Site and Services. Your continued use of any of the Site and Services shall constitute your acceptance of the revised Terms of Use. If you do not agree to any of such changes, you may terminate the Terms of Use here by immediately ceasing all access and use of the Site and Services. You agree that such termination will be your exclusive remedy if you do not wish to abide by any changes to these Terms of Use.

#### **ARBITRATION CLAUSE AND CLASS ACTION WAIVER – IMPORTANT – PLEASE REVIEW AS THIS AFFECTS YOUR LEGAL RIGHTS**

**ARBITRATION.** YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND US (WHETHER OR NOT SUCH DISPUTE INVOLVES A THIRD PARTY) WITH REGARD TO YOUR RELATIONSHIP WITH US, INCLUDING, WITHOUT LIMITATION, DISPUTES RELATED TO

THESE TERMS OF SERVICE, YOUR USE OF THE SERVICES, AND/OR RIGHTS OF PRIVACY AND/OR PUBLICITY, WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION UNDER THE AMERICAN ARBITRATION ASSOCIATION'S RULES FOR ARBITRATION OF CONSUMER-RELATED DISPUTES, AND YOU AND WE HEREBY EXPRESSLY WAIVE TRIAL BY JURY. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. This dispute resolution provision will be governed by the American Arbitration Association (AAA) rules and not by any state law concerning arbitration. In the event the American Arbitration Association is unwilling or unable to set a hearing date within one hundred and sixty (160) days of filing the case, then either we or you can elect to have the arbitration administered instead by the Judicial Arbitration and Mediation Services (JAMS). Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies, or awards that conflict with these Terms of Service.

NO CLASS ACTION. NEITHER YOU NOR FEBRE FRAMEWORKS WILL PARTICIPATE IN A CLASS ACTION OR CLASS-WIDE ARBITRATION FOR ANY CLAIMS COVERED BY THESE TERMS OF SERVICE. YOU ARE GIVING UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST FEBRE FRAMEWORKS INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if we are a party to the proceeding.

## **GENREAL PROVISIONS**

**Severability.** If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this Arbitration section will be null and void. This arbitration agreement will survive the termination of any such relationship you established with Febre Frameworks. If any provision(s) of these Terms, of Service including without limitation, the warranty disclaimers and liability limitations set forth above, are found by a court of competent jurisdiction to be invalid or unenforceable, 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 these Terms of Service shall continue in effect. The foregoing does not apply to the prohibition against class or representative actions that is part of the arbitration clause; if that prohibition is found to be unenforceable, the arbitration clause (but only the arbitration clause) shall be null and void.

**Governing Law and Jurisdiction.** These Terms of Service shall be governed by and construed in accordance with the laws of the State of Florida, including its conflicts of law rules, in the United States of America, and the United Nations Convention on Contracts for the International Sale of Goods shall not be applicable hereto. Without limiting the arbitration obligations set forth above, you agree to submit to the jurisdiction and venue of the state and Federal courts of Hillsborough County, Florida for the purposes of these Terms of Service. YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES OR US MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

**User Disputes.** Febre Frameworks reserves the right, without any obligation, to intervene in or monitor disputes between any Site users. You agree to cooperate with and assist us in good faith, and to provide us with such information and take such actions as we may reasonably request, in connection with any disputes involving you. Although Febre Frameworks may moderate content or disputes in our discretion, Febre Frameworks has no authority to legally bind third parties or force them to resolve complaints or disputes. Any efforts or statements made by Febre Frameworks to intervene in or moderate disputes is superseded by this provision, which may not be modified, waived, or released except by a written agreement, dated and signed by the President or Chief Executive Officer of Febre Frameworks and dated and signed by the individual or entity to whom the modification, waiver, or release is granted.

**Export Control.** By using the Services, you represent and warrant that (i) neither you nor any information or content proposed by you or inputted into the Site, if any, is located in a country that is subject to a U.S. Government embargo, U.S. export control and economic sanctions laws and regulations, which prohibit U.S. companies and their affiliates, like Febre Frameworks from engaging in certain transactions with persons from designated countries or that has been designated by the U.S. Government as a “terrorist supporting” country, which may include but is not limited to, Iran, Cuba, North Korea, Sudan and Syria. and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the Services for any purpose prohibited by U.S. law, including the development, design, manufacture, or production of missiles or nuclear, chemical, or biological weapons. You may not use, export, re-export, import, or transfer the Services except as authorized by United States law, the laws of the jurisdiction in which you engaged in any use of the Services, Site, a transaction with Febre Frameworks, and any other applicable laws. In particular, but without limitation, the Services may not be exported or re-exported (a) into any United States embargoed countries; (b) to anyone on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Department of Commerce’s Denied Person’s List or Entity List; or (c) into any country or to any person or entity on any similar lists maintained in any applicable jurisdiction.

**Feedback.** Your feedback, comments and suggestions for improvements to the Services and our business generally (“Feedback”) are welcome. You may submit Feedback by emailing [OfficeManager@FebreFrameworks.com](mailto:OfficeManager@FebreFrameworks.com). You acknowledge and agree that all Feedback is and shall be our sole and exclusive property, and you shall and hereby do assign to us all right, title, and interest in and to all Feedback, including, without limitation, all worldwide patent, copyright, trade secret, moral, and other proprietary or intellectual property rights therein, notwithstanding anything else. You will execute documents and take such further acts as we may reasonably request to effectuate the foregoing ownership and rights.

**Modification.** Febre Frameworks reserves the right, in its sole discretion, to modify or replace any of these Terms of Service (including, without limitation, Febre Frameworks’ Privacy Policy, for the avoidance of doubt), or change, suspend, limit, or discontinue the Site or Services (including, without limitation, the availability of any feature, database, or content) at any time. If such modification is material, Febre Frameworks will post a notice on the Site or send you notice through the Services, via e-mail, or by another appropriate means of electronic communication. It is your responsibility to check these Terms of Service periodically for changes. Your continued use of the Services following notification of any changes to these Terms of Service constitutes acceptance of those changes.

**Government Users.** All software, if any, licensed pursuant to these Terms and related documentation are “Commercial Items”, as that term is defined at 48 C.F.R. §2.101, consisting

of “Commercial Computer Software” and “Commercial Computer Software Documentation”, as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (i) only as Commercial Items and (ii) with only those rights as are granted to all other users pursuant to these Terms.

**Assignment; Waiver.** You may not assign these Terms of Use or any rights granted herein. Any attempt by you to transfer any of the rights, duties or obligations hereunder is void. Febre Frameworks may assign or transfer these Terms of Use or its rights or obligations hereunder without notice and without your prior approval. These Terms of Use are for the sole benefit of the parties hereto and do not create any third-party beneficiaries, whether intended or incidental. These Terms of Use will inure to the benefit of Febre Frameworks and its successors and assigns. The failure of Febre Frameworks to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. No waiver, express or implied, by either party of any breach of or default under these Terms of Use will constitute a continuing waiver of such breach or default or be deemed to be a waiver of any preceding or subsequent breach or default.

**Legal Equivalency.** These Terms of Use and any other electronic documents, policies and guidelines incorporated herein shall be: (i) deemed for all purposes to be a “writing” or “in writing,” and to comply with all statutory, contractual, and other legal requirements for a writing; (ii) legally enforceable against any party hereto as a signed writing; and (iii) deemed an “original” when printed from electronic records established and maintained in the ordinary course of business. Any electronic documents introduced as evidence in any judicial, arbitration, mediation or administrative proceeding shall, if established and maintained in the ordinary course of business, be admissible to the same extent as business records in written form that are similarly established and maintained.

These Terms of Use were last updated on November 18, 2021.