

TERMS OF SERVICE

Updated July 1, 2018

Welcome to the website of C&S Enterprises (“we,” “our,” “us”), www.candsapartments.com (the “Site”). By visiting the Site, you signify that you have read, understand and agree to be bound by these Terms of Service (“Terms of Service”). If you do not agree to these Terms of Service, then do not use the Site.

These Terms of Service are effective as of the date posted above and we will not be bound by any additional or different terms on other documents that are inconsistent with these terms. We may modify or update these Terms of Service at any time by posting the amended terms on the Site or through information given by email and such terms shall be effective for all use of the Site once they are posted. Your continued access of the Site and/or use of the services provided through the Site following the posting of any additional or different terms in the Terms of Service constitutes your acceptance of those additional or different terms. We, in our sole discretion, may also add, delete or change some or all of the features of the Site at any time.

These Terms of Service govern your access to and use of the Site. Please read these Terms of Service carefully before using the Site. If you violate any of these Terms of Service (which include by reference our Privacy Policy) or otherwise violate an agreement between you and us, we may terminate your registration, and/or prohibit you from using or accessing the Site (or any portion, aspect or feature of the Site), at any time in our sole discretion, with or without notice.

As used herein, “User” or “Users” means anyone who accesses and/or uses the Site.

1. Description of the Services

Subject to the terms and conditions specified herein and as described in our Privacy Policy [[provide link to Privacy Policy](#)], we provide information in our Site regarding real estate rentals and leases, properties and their locations, and forms facilitating repairs and applications.

2. Collection of Personal Data

If you wish to register for an account on the Site, you must provide Personal Data about yourself, as further described in the Privacy Policy

By providing such information upon registration on the Site, you agree: (i) to these Terms of Service; (ii) to provide true, accurate, current and complete information; (iii) to maintain and promptly update the information to keep it true, accurate, current and complete; and (iv) to take full responsibility for all activities that occur when you use the Site.

We are not responsible for any loss or damage arising from your failure to comply with the foregoing requirements. If you provide any information that is untrue, inaccurate, not current or incomplete, or if we have reasonable grounds to suspect that such information is untrue,

inaccurate, not current or incomplete, we may suspend or terminate your account and refuse all current or future use of the Site (or any portion thereof).

3. Eligibility

The Site is intended solely for Users who are adults over the age of majority in their place of residence and any registration by, use of or access to the Site by anyone who is not over the age of majority is unauthorized, unlicensed and in violation of these Terms of Service. By using the Site, you represent and warrant that you are over the age of majority and that you agree to and abide by all terms and conditions of these Terms of Service. Your registration and data associated with your registration or the Site are not transferable to any other individual. If you violate any of these Terms of Service, or otherwise violate an agreement between you and us, do not follow instructions regarding the proper implementation of the Site, or for any other reason, we may terminate your registration for an account on the Site and/or prohibit you from using or accessing the Site (or any portion, aspect or feature of the Site), at any time in our sole discretion. You agree that we will not be liable to you or to any third party for any termination of your right to use the Site.

4. Proprietary Rights

We retain all right, title and interest in and to the Site, as well as all data, information, content and materials provided on the Site. We further retain all right, title and interest in and to the business processes, procedures, methods and techniques used within the Site and all patent rights, copyright rights, trademark rights, trade secret rights and other intellectual property and proprietary rights therein existing anywhere in the world (“Intellectual Property”) to the Site. All content on the Site, including but not limited to designs, text, graphics, pictures, video, information, software, music, sound and other files, and their selection and arrangement (the “Proprietary Content”), is our proprietary property with all rights reserved. No Proprietary Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without our prior written permission. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms of Service shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise.

5. Content of Site

We are not responsible if information on the Site is not accurate, complete or current. Any reliance on the material in the Site is at your own risk. We shall not be liable to you or to any third-party for any modification, suspension or discontinuance of the Site, including any unavailability of the Site.

We undertake no obligation to update, amend or clarify information on the Site. No specified update to the Site should be taken to indicate that all the information in the Site has been modified or updated.

6. Prohibited Conduct

You agree to use the Site only for purposes that are legal, proper and in accordance with these Terms and any applicable law, rules or regulations. You may not:

- use the Site in any manner that could damage, disable, overburden, or impair the Site, or interfere with any other party's use and enjoyment of the Site;
- attempt to gain unauthorized access to the Site, or the computer systems or networks connected to the Site through hacking, password mining or any other means;
- create user accounts by automated means or under false or fraudulent pretenses;
- transmit any viruses, worms, defects, Trojan horses, or any items of a destructive nature;
- defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- upload, post, email or transmit, or otherwise make available through the Site any inappropriate, defamatory, infringing, obscene, or unlawful content;
- upload, post, email or transmit, or otherwise make available through the Site any content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party, unless you are the owner of such rights or have the permission of the owner to post such content;
- interfere or attempt to interfere with the proper working of the Site;
- impersonate another person or entity, or falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of any materials;
- remove any copyright, trademark or other proprietary rights notices contained in or on the Site;
- use the Site for any illegal or unauthorized purpose (including, without limitation, in violation of any United States federal and state laws or regulations, or equivalent laws or regulations in foreign jurisdictions); or
- use the Site for any commercial purpose whatsoever other than for your personal use.

7. Disclaimers

You understand that the processing and transmission of communications relating to the use of the Site, including your personal data, may involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting to various networks or devices. No data transmission over the Internet or any information stored on your device, by us, or any third party can be guaranteed to be 100% secure. Therefore, while we strive to protect user information we cannot ensure or warrant the security of any information you transmit to us or

through the Site. You engage in such transmissions at your risk. Moreover, you agree that we will not be liable for the security, timeliness, deletion, misdelivery or failure to store any data, including on your device, or information or content transmitted by you through the Site.

WE PROVIDE THE SITE ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTY OR CONDITION, EXPRESS OR IMPLIED. TO THE FULL EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

We make no representation or warranty that (i) the Site will meet your expectations or requirements, (ii) the Site will be uninterrupted, timely, accurate, secure, complete or error-free, (iii) any results or information that may be obtained from the use of the Site will be accurate, timely, complete or reliable; (iv) any errors in the Site will be corrected; and (v) any communications that you make regarding repairs will be delivered to recipient property matters or that such property matters will respond to the communication. Operation of the Site may be interfered with by numerous factors outside of our control including, but not limited to, telecommunications network disruptions. We are not responsible and will have no liability for any failures of the Internet or any data or telecommunications equipment, system or network used in connection with the Site. We are further not responsible if a property manager does not respond to a communication regarding repair.

IF YOU HAVE AN URGENT REPAIR SITUATION PLEASE CONTACT YOUR PROPERTY MANAGER DIRECTLY.

While we have endeavored to create a secure and reliable Site, we are not responsible for the security of information transmitted via the Internet, the accuracy of the information contained on the Site, or for the consequences of any reliance on such information. You must make your own determination as to these matters. We shall not be liable for damages because of any delay or other failure of performance due to causes beyond our reasonable control including, without limitation, acts of God, acts of customer or any of our representatives, acts of military or civil authorities, fire or other casualty, strikes, lockouts, weather, epidemic, war, riot, terrorism, telecommunications interruptions or computer viruses. The Site may be temporarily unavailable from time to time for maintenance or other reasons.

8. Limitation on Liability

IN NO EVENT SHALL WE TOGETHER WITH OUR EMPLOYEES, AGENTS, DIRECTORS, OFFICERS AND SHAREHOLDERS, BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THESE TERMS OF SERVICE (HOWEVER ARISING, INCLUDING NEGLIGENCE) FOR (1) ANY LOST, DELETED, CORRUPTED, FALSE, OR INACCURATE DATA STORED OR DISPLAYED ON YOUR DEVICE OR IN ANY LOCATION, INCLUDING DATA STORED ON ANY SERVER OR DATA TRANSMITTED TO ANY LOCATION; (2) ANY DAMAGE OR LOSS OF USE OR DAMAGE TO THE DEVICE ON WHICH THE SITE IS INSTALLED; (3) LOST PROFITS OR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF WE HAVE BEEN

ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (4) THE COST OF PROCURING SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY.

SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS SHALL ONLY APPLY TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

TO THE FULL EXTENT PERMISSIBLE UNDER APPLICABLE LAW, OUR AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY IN ANY CIRCUMSTANCE IS LIMITED TO \$100.

9. Indemnity

You agree to defend, indemnify and hold us, together with our respective employees, agents, directors, officers and shareholders, harmless from and against all liabilities, losses, claims, damages, costs and expenses (including reasonable attorneys' fees and costs) arising out of (i) your use or misuse of the Site; (ii) your breach or alleged breach of these Terms of Service, and (iii) your violation of any law, rule, regulation or rights of others in connection with your use of the Site.

10. Termination

You agree that we, in our sole discretion and without prior notice or liability to you, may issue a warning, temporarily suspend, indefinitely suspend, or terminate your access to the Site in our sole discretion, for any reason, whether with or without cause or warning, and without liability. In the event of termination of your access to the Site, we may delete and/or store, in our discretion, data associated with your use of the Site. In the event of termination, we have no further obligations to you, including any obligation to preserve any data generated by your use of the Site and any liability under this Agreement in regard to such data.

11. Miscellaneous

These Terms of Service constitute the entire agreement between you and us with respect to your access and use of the Site and supersede all prior and contemporaneous agreements between you and us. If any of the provisions of these Terms of Service is found by a court of competent jurisdiction to be invalid or unenforceable, then that provision will be construed in a manner consistent with applicable laws to reflect, as nearly as possible, the original intentions of the parties, and the remaining provisions shall remain in full force and effect. Our failure to exercise or enforce any right or provision of these Terms of Services shall not constitute a waiver of such right or provision. The provisions of Sections 3 – 5 and 7 - 12, shall survive any termination of these Terms of Service.

We make no representations or warranties that the Site is appropriate or available for use in countries outside of the United States. Visitors who choose to access the Site from outside of the United States do so at their own initiative and we are not responsible for compliance with all local laws and regulations that may apply to such access.

The laws applicable to the interpretation of these Terms of Service shall be the laws of the State of California, and applicable federal law, without regard to any conflict of law provisions. You agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within Los Angeles County, California. You also agree that, in the event any dispute or claim arises out of or relating to your use of the Site, that we will attempt in good faith to negotiate a written resolution of the matter directly between us. You agree that if the matter remains unsettled for forty-five (45) days after notification (via certified mail or personal delivery) that a dispute exists, all parties shall join in mediation services in Los Angeles, California with a mutually agreed mediator to settle the dispute. Should you file any arbitration claims, administrative or legal actions without first having attempted to resolve the matter by mediation, then you will not be entitled to recover attorney's fees, even if you would otherwise be entitled to them.

12. Assignment.

We may assign these Terms of Service at any time to a subsidiary or parent company or to a successor to our business as part of a merger or sale of substantially all of our assets. You may not assign or transfer these Terms of Service. If any provision of this Terms of Service is held to be unenforceable for any reason, the remaining provisions will be unaffected and remain in full force and effect.

For any questions or comments, or to report violations of these Terms of Service, including receipt of spam from any manufacturer, contact us at: [add email address] with “Terms of Service” in the subject line of your email.