



# ZRENT TERMS AND CONDITIONS

These Terms and Conditions of Use for ZRent (this “Agreement”) are entered into by and between you (herein after, “you”) and ZSuite Technologies, Inc., as operator of the ZRent system (“ZRent”), (hereinafter “ZRent,” “us,” “our” or “we,”). This Agreement governs the terms of our online payment system, known as ZRent. Your enrollment in the ZRent program authorizes us to initiate automated clearing house or other electronic debits in your name from the financial account you specify in the amount you request for the purpose of collecting either (a) certain monthly Rent payments to the owner or manager of certain real property (“Landlord”) which you have rented or (b) certain monthly Condo Fee payments due from you to your Condominium Association (“Property Manager”) as agent of said Landlord or Property Manager. For purposes of this Agreement, Landlords and Property Managers together may be referred to as “Payees”. Your agreement to the terms and conditions of this Agreement is a condition upon your use of the ZRent program, and your enrollment in the ZRent program by completing the online application process shall be evidence of your assent to all obligations and responsibilities set forth in this Agreement.

## **Definitions**

- *Account*: The deposit account identified by you for the payment of your monthly Rent and/or Condo Fee in the ZRent application.
- *ACH*: Automated Clearing House.
- *Business Day*: Monday through Friday, excluding federal banking holidays.
- *Condo Fee*: The dues or fees for owed by you to the Condominium Association in the amount specified by you in your application to be deducted from your Account on a monthly basis.
- *Condominium Association*: The association, trust or other organization that is responsible for collecting fees or dues associated with your ownership or rental of the Unit.
- *Payment*: Condo Fee or Rent, as applicable.
- *Payment Date*: The day of the month entered by you into in your ZRent application for the scheduling of payment of your Rent or, if the Payment Date is not on a Business Day, the Business Day after the day of the month entered by you.
- *Rent*: The amount of rent specified by you in your ZRent application to be deducted from your Account on a monthly basis.
- *Lease*: The formal contract between you and your Landlord with respect to the rental of your Unit.
- *Unit*: Either (a) a rental unit owned by your Landlord occupied by and leased to you in accordance with the Lease or (b) the condominium unit owned or rented by you for which you owe a Condo Fee.

## **Authorization**

By completing your enrollment in the ZRent program, you hereby agree as follows:

- You request and authorize us to initiate recurring ACH or other electronic debits in your name from your Account in the amount of the Payment. We will initiate the electronic debit of your Payment on the date selected; if that date is not a Business Day, the Payment will be debited on the Business Day immediately after that date. Such recurring deductions shall occur on a monthly basis on the Payment Date upon your election.
- ZRent’s collection of the Payments on behalf of the Payees pursuant to your agreement to use the ZRent platform will be treated as if such Payment is made directly to the appropriate Payee. So long as a Payment is not returned for any reason, then your Payment shall be treated as satisfied when collected by ZRent, notwithstanding the date on which such Payment is forwarded to the Payee. In the event any Payment is returned, then the “Returned Payments” section of these Terms and Conditions shall govern such attempted Payment and shall not be treated as made by you to the Payee.
- You represent that you have means to print a copy of your authorization for these recurring payments for your records. If you do not have a printer, you agree to continue to authorize the recurring withdrawals on a transaction-by-transaction basis until you have means of printing a copy of your authorization for your records.
- We may share certain information you provide to us to our authorized third-party vendors as may be necessary to verify your identity and authorize your use of the ZRent platform, to process Payments, or otherwise as necessary to facilitate the transaction contemplated by this Agreement. In addition, any specific credits or debits initiated pursuant to this Agreement may be initiated by ZRent directly or by an authorized third-party vendor on behalf of ZRent.
- You hereby authorize us to forward the Payment collected from your Account to your Payee for the purpose of payment of your monthly rent due under the terms of your Lease with the Landlord or for the purpose of payment of your monthly Condo Fee due to the Condominium Association, as appropriate.

## **Returned Payments**

By authorizing us to withdraw the Payment from your Account on a monthly basis, you hereby agree that you shall always have sufficient money available in your Account to fully satisfy the payment on the business day before each Payment Date. If your Account does not have sufficient available funds to fully pay the Payment on the Payment Date, we may attempt to debit your Account for the Payment at any time.

If we cannot complete the electronic debit of the Payment from your Account, you will be responsible for using an alternative method of payment in order to the Payment directly to your Payee. Your obligations to your Payee as to your rental or ownership of real property underlying the Payment are independent of this agreement, and you further acknowledge that we are not an involved party and we make no representations or warranties as to the contents of any written documenting outlining such obligations. Further, if we cannot complete a scheduled electronic debit from your Account pursuant to this Agreement due to insufficient funds in your Account or for any other reason caused by you or the institution holding your Account, we can terminate your participation in the ZRent program at our sole discretion. Further, ZRent retains the right to pursue all forms of necessary legal action in order to retrieve any funds due to ZRent.

### **Fees**

There is no monthly or annual fee for you to participate in the ZRent program. However, for each failed attempt to withdraw a Payment, where such failure is caused by insufficient funds in your Account or for any other reason caused by you or the institution holding your Account, you agree to allow us to charge you a fee of twenty dollars (\$20.00). You further authorize ZRent to initiate a one-time ACH or other electronic debit of your Account for each fee assessed.

### **Termination and Amendment**

You may terminate this service at any time by cancelling your participation through the ZRent online portal. IN ORDER TO CANCEL A SPECIFIC PAYMENT BY THE PAYMENT DATE, YOU MUST SUBMIT YOUR REQUEST TO TERMINATE YOUR PARTICIPATION IN ZRENT NO FEWER THAN THREE (3) BUSINESS DAYS PRIOR TO THAT PAYMENT DATE. Failure to submit your termination request in that time may result in debit of the Payment from your Account on the Payment Date. If you cannot access the ZRent online portal, you may send a written request by first class mail or overnight delivery to the address set forth in "Contact Information" below. Termination by either party will not affect your obligations under this Agreement, even if we allow a transaction to be completed after the termination of this Agreement. We may restrict and/or cancel, without prior notice, your ability to use the ZRent program for any reason deemed necessary at our sole discretion.

We may change any term of this Agreement at any time; provided, however, that we must notify you in writing of any such change if it would materially and adversely affect your rights or obligations under this Agreement no less than ten (10) days before such change becomes effective. You will be deemed to accept any changes to this Agreement if you continue to use the ZRent program, which continuing use must occur after you have received any required notice, if applicable.

### **E-SIGN Disclosures and Consent**

It is required by law to provide you with certain disclosures and information about the products, services or accounts you may receive or access in connection with your relationship with us ("Required Information"). With your consent, we can deliver Required Information to you by a) displaying or delivering the Required Information electronically; and b) requesting that you print or download the Required Information and retain it for your records.

This notice contains important information that you are entitled to receive before you consent to electronic delivery of Required Information. Your consent also permits the general use of electronic records and electronic signatures in connection with the Required Information. Your agreement to all of the requirements listed below are conditions upon your use and participation of the ZRent program, and your enrollment in the ZRent program by completing the online application process shall be evidence of your assent to all of the following obligations:

- I have read the information about the use of electronic records, disclosures, notices and e-mail, and consent to the use of electronic records for the delivery of Required Information in connection with our relationship.
- I have been able to view this information using my computer and software.
- I have an account with an internet service provider, and I am able to send e-mail and receive e-mail with hyperlinks to websites and attached PDFs.
- I consent to the use of electronic records and electronic signatures in place of written documents and handwritten signatures.
- I consent to the use of electronic methods, such as e-mail, for communication regarding the ZRent program and delivery of documents electronically.

Your consent does not mean that we must require electronic signatures or provide the Required Information via an electronic delivery. We may choose to, at our option, require handwritten signatures or to deliver the Required Information on paper. We may also require that certain communications from you be delivered to us on paper at a specified address.

You have the right to withdraw your consent at any time. To do so, you may send a request via any of the methods set forth in the "Contact Information" section below. If consent is withdrawn, however, you understand that ZSuite Technologies reserves the right to terminate all agreements and discontinue your access to ZRent.

If, after you consent to receive communications electronically, you would like a paper copy of any ZRent communication previously sent to you, you may send a written request via any of the methods set forth in the "Contact Information" section below. In order for ZSuite

Technologies to send paper copies to you, you must have a current street address on file with ZRent. If you request paper copies, you understand and agree that ZRent may charge you a fee of thirty-five cents (\$0.35) per page for any copies that are requested.

In order to access and retain electronic communications, you will need the following computer hardware and software: a computer with an internet connection; current "web browser" that includes 128-bit encryption with cookies enabled; a current version of Adobe Acrobat Reader to open documents in pdf format; and a valid email address. ZRent will notify you if there are any material changes to the hardware or software needed to receive electronic communications.

You are responsible for keeping your primary email address on file with ZRent up to date so that we can communicate with you electronically. You understand and agree that if ZRent sends you an electronic communication but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your internet service provider, or you are otherwise unable to receive electronic communications, ZRent still will be deemed to have provided the communication to you. If you use a spam filter or other technology that blocks or re-routes emails from senders not listed in your email address book, you must add ZRent to your email address book so that you will be able to receive the communications we send to you. You can update your primary email address or street address at any time by sending the updated information via any of the methods set forth in the "Contact Information" section below. If your email address becomes invalid such that electronic communications sent to you by ZRent are returned, we reserve the right to discontinue your access to the website, terminate any and all agreements with you, and/or deem your account with ZRent to be "inactive".

#### **Unavailability of ZRent**

The online portal for the ZRent program may be temporarily unavailable due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and/or Internet software. We make no representation or warranties as to the availability of the use of ZRent at any given time, and you agree to hold us harmless from any losses incurred as the result of such unavailability.

#### **Limitations on Our Liability**

In the performance of the services required by this Agreement, we shall be entitled to rely solely on the information, representations, and warranties provided by you and your Payees pursuant to this Agreement and shall not be responsible for the accuracy or completeness thereof. We shall be responsible only for performing the services expressly provided for in this Agreement and shall be liable only for our willful misconduct in performing those services. We shall not be responsible for the acts or omissions of you or your Payees (including without limitation the amount, accuracy, timeliness of transmittal or authorization of any requested debit or credit initiated through ZRent) or those of any other person, including without limitation any Federal Reserve Financial Institution, Automated Clearing House of transmission or communications facility, any Receiver or Receiving Depository Financial Institution (including without limitation the return of an Entry by such Receiver or Receiving Depository Financial Institution), and no such person shall be deemed our agent. If we do not complete an ACH or other electronic debit from your Account in the correct amount or in compliance with the Agreement, or initiate an unauthorized debit, we may be liable for such damages as the law imposes in such cases. However, we will not be liable, for example:

- A. If, through no fault of ours, your Account does not contain sufficient funds to complete the scheduled payment.
- B. Circumstances beyond our control, such as fires, floods, acts of God, power outages and the like.
- C. The institution holding your Account mishandles or delays processing or posting a payment initiated under this Agreement.
- D. If you have not provided us with complete and correct payment information, including without limitation the financial institution name, Account number and amount of Rent to be paid per month.

The foregoing list of examples is meant to illustrate circumstances under which we would not be liable for failing to make a transfer and is not intended to list all of the circumstances where we would not be liable.

YOU FURTHER AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF, ZRENT REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

#### **Your Indemnification Obligations**

Unless otherwise required by applicable law, you understand and agree that you are required to indemnify us and all of our affiliates, officers, employees and agents and hold us and all of our affiliates, officers, employees and agents harmless from and against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, arising from your use of ZRent and/or any breach of the terms and conditions of this Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

### **Third Party Services**

We utilize certain Third-Party Vendors ("Vendor" or "Vendors") to provide services in order to streamline the performance of ZRent. One such Vendor is Plaid which we contract with for purposes of validating bank account information. By agreeing to these terms and conditions, the user acknowledges and agrees to Plaid's privacy policy as incorporated by reference, which is available through the following URL: <https://plaid.com/legal/#end-user-privacy-policy>, and consents to Plaid's use of information provided for the purposes set forth in this Agreement and in Plaid's privacy policy. Plaid does not sell or rent information to third parties, for marketing purposes or otherwise.

### **Disclaimer of Warranties**

YOU AGREE THAT YOUR USE OF ZRENT AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ZRENT, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT ZRENT WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED USING ZRENT WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ZRENT OR ANY OF THE TECHNOLOGY RELATED THERETO WILL BE CORRECTED.

### **General Disclosure Statement**

Any documentation provided to you which indicates that an ACH or any other electronic debit or credit was made from your Account shall be admissible as evidence of such debit or credit and shall constitute prima facie proof that such debit or credit occurred. The initiation by you of certain ACH or other electronic debits from or credits to your Account will, except as otherwise provided in this Agreement, effectively eliminate your ability to stop payment of the debit or credit. UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT YOU MAY NOT STOP PAYMENT OF A SCHEDULED ACH OR OTHER ELECTRONIC DEBIT OR CREDIT; THEREFORE, YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES OR SERVICES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.

### **Contact Information**

Any communication, notice, statement or demand required to be served on you under this Agreement shall be in writing and sent either by electronic mail, first class mail or registered mail to you at to the most recent address for you that we maintain in our records as of such time. If for any reason you wish to contact us about this Agreement, your participation ZRent, or any transactions or errors relating to ZRent, contact us at:

410 University Ave, DPT #11027  
Westwood, MA 02090  
[zrent@zrent.net](mailto:zrent@zrent.net)  
781.641.8691

### **Applicable Law**

As applicable, this Agreement shall be governed by, and all recurring ACH or other electronic debits from your bank account made hereunder shall be made in accordance with, the applicable rules of the National Automated Clearing House Association and the New England Automated Clearing House Association (collectively, the "Rules"), and you and we agree to be bound by such Rules as in effect from time to time. If we do not receive final settlement for a payment for any reason, we shall charge back the amount of such transfer to your Account or otherwise claim a refund from you as applicable. This Agreement shall otherwise be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of Massachusetts, and all disputes regarding this Agreement shall be the exclusive jurisdiction of the Massachusetts Superior Court for Middlesex County or the United States District Court for the District of Massachusetts, as appropriate.

### **Entire Agreement, Severability and Waiver**

This Agreement, including all agreements and other documents incorporated by reference, embodies the entire agreement between the parties. Any oral agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect. No waiver of the performance or breach of, or default under, any condition or obligation in this Agreement will be deemed to be a waiver of any other performance, or breach or any other condition or obligation of this Agreement.