

Silvernest, Inc Terms of Use

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IMPORTANT- IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, DO NOT ACCESS OR OTHERWISE USE THE SITE, SERVICES OR THE APP. YOUR USE OF THIS SITE, THE SERVICES OR THE APP SHALL BE DEEMED TO BE YOUR AGREEMENT TO ABIDE BY EACH OF THE TERMS SET FORTH BELOW.

SILVERNEST MAY MAKE CHANGES TO THE CONTENT OFFERED ON THIS SITE, APP OR SERVICES AT ANY TIME. YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING OR USING THE SITE, APP OR SERVICES OR BY DOWNLOADING OR POSTING ANY CONTENT FROM OR ON THE SITE, VIA THE APP OR THROUGH THE SERVICES, YOU ARE INDICATING THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS, WHETHER OR NOT YOU HAVE REGISTERED WITH THE SITE AND APP. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SITE, APP, SERVICES, OR MATERIALS. If you accept or agree to these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms and, in such event, “you” and “your” will refer and apply to that company or other legal entity.

SILVERNEST, Inc. (“Silvernest”) provides an online platform that matches users who have rental properties to rent with Housemates (as defined below) seeking to rent such rental properties (the “Services”), which platform Services are accessible at www.silvernest.com and any other websites through which Silvernest makes the Services available (collectively and individually, the “Site”) and as a mobile device application (the “App”). By using the Site or App, you agree to comply with and be legally bound by the terms and conditions of

these Terms of Use ("Terms"), whether or not you become a registered user of the Services. These Terms govern your access to and use of the Site, App and Services and all Materials (defined below) and constitute a binding legal agreement between you and Silvernest. Please also read carefully our Privacy Policy. If you do not agree to these Terms, you have no right to obtain information from or otherwise continue using the Site, App or Services. Failure to use the Site and App in accordance with these Terms may subject you to civil and criminal penalties.

NOTE: THESE TERMS CONTAINS A BINDING ARBITRATION PROVISION AND TIME LIMIT ON SUBMITTING CLAIMS THAT AFFECT YOUR RIGHTS. PLEASE READ THESE TERMS CAREFULLY.

General Usage of the Site, App and Services

The Site, App and Services can be used to facilitate the listing and booking of Roommate Properties (as defined below). Such Roommate Properties are included in Listings (as defined below) on the Site, App and Services by Homeowners. You may view Listings as an unregistered visitor to the Site, App and Services; however, if you wish to book a Roommate Property or create a Listing, you must first register to create a Silvernest Account (defined below).

Silvernest provides an online platform that includes technology to match Housemates and Homeowners, based on individual needs and preferences, to communicate directly with each other and arrange for the leasing of Roommate Properties. In addition, Silvernest provides tools and information to help Homeowners and Housemates make more informed decisions, including providing a (i) tip page, (ii) verification dashboard, (iii) process, via a third party service provider, for Homeowners to obtain background and/or credit check reports on individual Housemates who consent to the running and sharing of those reports, (iv) process, via a third party service provider, for Housemates to obtain background and/or credit check reports on individual Homeowners who

consent to the running and sharing of those reports, and (v) subject to a user's consent, process, via a third party service provider, background and/or credit check reports on a user.

Silvernest is not an owner or operator of any Roommate Properties nor is it a provider of real properties, broker or agent. Silvernest does not own, sell, resell, furnish, provide, rent, re-rent, manage and/or control Roommate Properties. Further, Silvernest does not have control over the quality, condition, habitability or suitability of the Roommate Properties. The Homeowner and Housemate are responsible for compliance with all applicable laws in connection with any landlord-tenant relationship that may be established through the use of the Services. Silvernest solely facilitates the availability of the Site, App and Services

Silvernest is not a party to any lease or other agreement between Housemates and Homeowners. This is true even if the Site, App and/or Services allow you to download and use a sample lease agreement for a Roommate Property. You are responsible to ensure a lease complies with all applicable laws for the location of the Roommate Property. Silvernest does not provide legal advice and recommends that the parties review any lease entered into with their personal legal advisor.

YOU ARE ONLY AUTHORIZED TO USE THE SITE, APP AND SERVICES TO ENABLE HOMEOWNERS AND HOUSEMATES CONNECTING AND ROOMMATE PROPERTIES DIRECTLY WITH EACH OTHER. SILVERNEST CANNOT AND DOES NOT CONTROL THE CONTENT CONTAINED IN ANY LISTINGS, THE CONDITION, LEGALITY OR SUITABILITY OF ANY ROOMMATE PROPERTIES, OR THE INFORMATION PROVIDED BY A USER IN CONNECTION WITH SUCH USER'S USE OF THE SITE, SERVICES OR APP. SILVERNEST IS NOT RESPONSIBLE FOR AND DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY AND ALL LISTINGS AND ROOMMATE

PROPERTIES. ACCORDINGLY, ANY LEASES WILL BE MADE AT A USER'S OWN RISK.

You also must register to create a Silvernest Account to use the Site, App and/or Services to review or view reviews of Listings. AS A PROVIDER OF INTERACTIVE SERVICES, SILVERNEST DOES NOT CONTROL THE CONTENT, LEGALITY OR SUITABILITY OF ANY REVIEWS ON THE SITE, APP AND/OR THE SERVICES.

Definitions

“Silvernest Content” means all Content that Silvernest makes available through the Site, App, or Services, including any Content licensed from a third party, but excluding Member Content.

“Materials” means Member Content and Silvernest Content.

“Content” means text, graphics, images, music, software (excluding the App), audio, video, information, and reviews or other materials.

“Housemate” means a Member who requests from a Homeowner to lease a Roommate Property via the Site, App or Services.

“Homeowner” means a Member who creates a Listing via the Site, App and Services.

“Listing” means a Roommate Property that is listed by a Homeowner as available for rental via the Site, App, and Services.

“Member” means a person who completes Silvernest's account registration process, such as Homeowners and Housemates, as described hereunder.

“Member Content” means all Content that a Member posts, uploads, publishes, submits or transmits to be made available through the Site, App or Services (including Listing descriptions and reviews).

“Roommate Property” or “Roommate Properties” means residential real property or properties.

Changes

Silvernest reserves the right, at its sole discretion, to modify the Site, App or Services or to modify these Terms, including the Service Fees, at any time and without prior notice. If we modify these Terms, we will post the change on the Site (as defined below) or via the App or provide you with notice of the change. We will also update the “Last Updated Date” at the top of these Terms. By continuing to access or use the Site, App or Services after we have posted a change on the Site or via the App or have provided you with notice of a change, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Site, App and Services.

Age Restrictions

The Site, App and Services are intended solely for persons who are 18 or older. Any access to or use of the Site, App or Services by anyone under 18 is expressly prohibited. By accessing or using the Site, App or Services you represent and warrant that you are 18 or older.

Account Registration

In order to access certain features of the Site and App, and to lease a Roommate Property or create a Listing or post a review, you must register to create an account (“Silvernest Account”) and become a Member. You may register to join the Services directly via the Site or App or as described in this section.

You may not have more than one (1) active Silvernest Account. You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. Silvernest reserves the right to suspend or terminate your Silvernest Account and your access to the Site, App and Services if you create more than one (1) Silvernest Account or if any information provided during the registration process or thereafter proves to be false, inaccurate, not current or incomplete. You are responsible for safeguarding your password. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your Silvernest Account, whether or not you have authorized such activities or actions. You will immediately notify Silvernest of any unauthorized use of your Silvernest Account.

Roommate Property Listings

As a Member, you may create Listings. To create a Listing, you will be asked a variety of questions about the Roommate Property to be listed, including, without limitation, the location, capacity, size, features, and availability of the Roommate Property and pricing and related lease and financial terms. In order to be featured in Listings via the Site, App and Services, all Roommate Properties must have valid physical addresses. Listings will be made publicly available via the Site, App and Services. Other Members will be able to determine if they are interested in leasing your Roommate Property via the Site, App and Services based upon the information provided in your Listing. You understand and agree that once a Housemate requests a booking of your Roommate Property, you may not request the Housemate to pay a higher price than in the booking request.

You acknowledge and agree that you are responsible for any and all Listings you post. Accordingly, you represent and warrant that any Listing you post and the leasing of a Roommate Property in a Listing you post (i) will not breach any

agreements you have entered into with any third parties, such as homeowners association, condominium, lease or rental agreements, and (ii) will (a) be in compliance with all applicable laws (such as zoning laws and laws governing rentals of residential and other properties), tax requirements, and rules and regulations that may apply to any Roommate Property included in a Listing you post (including having all required permits, licenses and registrations), and (b) not conflict with the rights of third parties. Please note that Silvernest assumes no responsibility for a Homeowner's compliance with any agreements with or duties to third parties, applicable laws, rules and regulations.

Silvernest reserves the right, at any time and without prior notice, to modify, remove or disable access to any Listing for any reason, including Listings that Silvernest, in its sole discretion, considers to be objectionable or offensive for any reason, in violation of these Terms or otherwise harmful to the Site, App or Services or any other user.

IN PARTICULAR, HOMEOWNERS SHOULD UNDERSTAND HOW THE LAWS WORK IN THEIR RESPECTIVE STATES AND CITIES. SOME CITIES HAVE LAWS THAT RESTRICT THE ABILITY OF A HOUSEMATE PAYING HOMEOWNERS FOR SHORT TIME PERIODS. THESE LAWS ARE OFTEN PART OF A CITY'S ZONING OR ADMINISTRATIVE CODES. IN SOME CITIES, HOMEOWNERS MUST REGISTER, GET A PERMIT, OR OBTAIN A LICENSE BEFORE LISTING A PROPERTY OR ACCEPTING HOUSEMATES. CERTAIN TYPES OF SHORT-TERM LEASES MAY BE PROHIBITED. LOCAL GOVERNMENTS VARY AS TO THEIR ENFORCEMENT OF THESE LAWS. PENALTIES MAY INCLUDE FINES OR OTHER ENFORCEMENT. HOMEOWNERS SHOULD REVIEW LOCAL LAWS BEFORE PLACING A LISTING ON THE SITE, SERVICES OR APP.

If you are a Homeowner, you understand and agree that Silvernest does not act as an insurer or as your contracting agent. If a Housemate requests to lease

your Roommate Property, any agreement you enter into with such Housemate is between you and the Housemate and Silvernest is not a party thereto.

The Site is for personal use only and no User may use the Site in connection with a commercial endeavor. If you are a Homeowner, you may use your account only to find prospective roommates only for your own residence or for the residence of a parent or other family member. If you are a Renter, you may use your account only to find accommodations for yourself, a parent, or family member. You are responsible for all activity on and use of your account, and you may not assign or otherwise transfer your account to any other person or entity.

When you create a Listing, you may also choose to include certain requirements which must be met by the Members who are eligible to request to lease your Roommate Property, including, without limitation, requiring Members to have a profile picture, social media profile linked to their profile, background or credit check or verified phone number, in order to lease your Roommate Property. Any Member wishing to lease Roommate Properties included in Listings with such requirements must meet these requirements. The Homeowner must provide the characteristic features of the Roommate Property as accurately and precisely as possible. The Roommate Property must correspond to the Listing's photographs and description the Homeowner has made.

If you are a Homeowner, Silvernest makes certain tools available to you to help you to make informed decisions about which Members you choose to permit to lease your Roommate Property, including providing a sample form of lease and providing links to third party service providers to conduct background and credit checks and verify the phone numbers of potential Housemates. You acknowledge and agree that, as a Homeowner, you are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals who reside at or are otherwise present at the Roommate

Property at your request or invitation, excluding the Housemate (and the individuals the Housemate invites to the Roommate Property, if applicable). Please be aware that you must provide a safe and habitable Roommate Property. Otherwise, you may be liable to the Housemate for any unsafe Roommate Property.

You acknowledge that Silvernest may in its sole discretion, but is not required to, re-post such Homeowner's Roommate Property listing on other websites, such as Craig's List, Trulia or HotPads. All re-postings will ultimately be redirected to the Site and the App. If Silvernest re-posts a listing, your personal information will be linked to the Site and App from such third party websites and will be subject to such third party's website terms of use, privacy policy and other applicable policies. In connection with such re-posting, you acknowledge and agree that Silvernest is not responsible for any violations or misuse of such third party's website terms of use, privacy policy or other applicable policies.

Silvernest recommends that Homeowners obtain appropriate insurance for their Roommate Properties and certain countries or locations may require you to have insurance for your Roommate Properties. Please review any insurance policy that you may have for your Roommate Property carefully, and in particular please make sure that you are familiar with and understand any exclusions to, and any deductibles that may apply for, such insurance policy, including, without limitation, whether or not your insurance policy will cover the actions or inactions of Housemates (and the individuals the Housemate invites to the Roommate Property, if applicable) while at your Roommate Property.

BACKGROUND AND VERIFICATION CHECKS

Silvernest offers you the ability to use various background and credit check and user verification services through third party service providers. Such third party services providers will conduct the background and/or credit check and user verification based on the personally identifiable information you provide to

such third party service provider, including without limitation, your social security number or tax identification number, as applicable. Through its third party services providers, when Silvernest is not requesting the background or credit check itself (e.g. the Housemate or Homeowner requests the check) Silvernest has limited access to certain information collected by such third party service providers to complete the background or credit check or user verification process, such as the last four digits of a user's social security number or the background or credit check report, but Silvernest does not store on the Site or App the background or credit check information or resulting report produced by the third party service provider.

User verification on the Internet is difficult and we do not assume any responsibility for the confirmation of any user's identity. Notwithstanding the above, for transparency and fraud prevention purposes, and as permitted by applicable laws, we may, but have no obligation to ask to provide a form of government identification or other information or to undertake additional checks designed to help verify the identities or backgrounds of users (including, without limitation, background and/or credit checks). Silvernest also may assist in the completion of user verification by texting and/or directly contacting the Homeowner or Housemate, as well as reviewing such Homeowner's or Housemate's social media accounts and other information online in order to verify the user of such Homeowner or Housemate. However, Silvernest does not guarantee, nor do we represent or warrant as to, the accuracy of such user verification.

Your use of third party service providers' background or credit check and/or user verification services is subject to the terms of use and privacy policies located on such third party service providers' websites. However, you may consent through the third party to the release of your background check report to a potential Homeowner/Housemate and Silvernest, as applicable, through the Site or App and/or the third party service.

IF YOU USE THE SITE, APP, SERVICES OR MATERIALS, YOU DO SO AT YOUR SOLE RISK. YOU ACKNOWLEDGE AND AGREE THAT SILVERNEST IS NOT OBLIGATED TO CONDUCT BACKGROUND CHECKS OR CREDIT CHECKS OR USER VERIFICATION ON ANY MEMBER, INCLUDING, BUT NOT LIMITED TO, HOUSEMATES AND HOMEOWNERS, BUT MAY ASSIST IN CONDUCTING OR MAY CONDUCT USER VERIFICATIONS IN ITS SOLE DISCRETION.

Verification but no Endorsement

Silvernest does not endorse any Member, any Roommate Property or any reviews. Silvernest provides Homeowners and Housemates a customized list of potential individuals to consider based on the information the Homeowner or Housemate provides to Silvernest regarding their needs and preferences. In providing these Services, Silvernest is not making a referral to, or endorsing, any individual nor engaging in any conduct that requires a professional license of any kind.

Any references in the Site, App or Services to a Member being “verified” or “connected” (or similar language) only indicate that the Member has completed a relevant verification process and does not represent anything else. Any such description is not an endorsement, certification or guarantee by Silvernest about any Member, including of the Member’s identity and whether the Member is trustworthy, safe or suitable. Instead, any such description is intended to be useful information for you to evaluate when you make your own decisions about the identity and suitability of others whom you contact or interact with via the Site, App and Services. We therefore recommend that you always exercise due diligence and care when deciding whether to lease from a Homeowner or to accept a leasing request from a Housemate, or to have any other interaction with any other Member. We are not responsible for any damage or harm resulting from your interactions with other Members.

Member Content is user generated and Silvernest does not control or vet Member Content for accuracy or completeness as a general matter. Accordingly, Silvernest does not assume any responsibility for the accuracy, completeness, or reliability of any information provided by Homeowners or Housemates on the Site or App or in offline communications. Silvernest may offer certain Members the opportunity to verify certain information through a third party service provider, such as their email address or cell phone number. If Silvernest indicates that a Member has verified certain information, it means that the Member has complied with the process we have established for verifying such information. However, Silvernest does not guarantee, nor do we represent or warrant as to, the accuracy of such information.

Leasing a Roommate Property

Although Silvernest provides a sample form of lease, the Homeowner, not Silvernest, is solely responsible for entering into a lease and making available any Roommate Properties matched through the Site, App and Services, as well as ensuring that the lease complies with all applicable laws. The lease template is an additional service offering provided by Silvernest but should in no way be construed as Silvernest providing legal advice. Homeowners should work with their personal legal advisor to review and negotiate a lease that complies with the applicable laws in the location of the Roommate Property.

If you, as a Housemate, choose to enter into a transaction with a Homeowner for the leasing of a Roommate Property, you agree and understand that you may be required to enter into a lease agreement with the Homeowner and you agree to accept any terms, conditions, rules and restrictions associated with such Roommate Property imposed by the Homeowner. You acknowledge and agree that you, and not Silvernest, will be responsible for performing the obligations of any such lease agreements, that Silvernest is not a party to such lease agreements, and Silvernest disclaims all liability arising from or related to any such lease agreements.

The Homeowner shall collect all Roommate Property Fees directly from a Housemate pursuant to the terms of the lease entered into between the Homeowner and Housemate. "Roommate Property Fees" means the amounts that are due and payable by a Housemate in exchange for that Housemate's leasing of a Roommate Property. The Homeowner solely, and not Silvernest, determines these amounts. In addition to any fees for the use of the Roommate Property itself. The Homeowner may choose to include in these amounts (i) a cleaning fee or any other fee permitted by Silvernest, (ii) utilities that the Homeowner determines that he or she has to collect, or (ii) a security deposit.

Disputes between Members and Damage to Roommate Properties

Any actual or potential agreement or transaction between Members, including a Housemate and Homeowner, including the quality, condition, safety or legality of the Roommate Properties or reviews displayed, the truth or accuracy of the reviews or Listings (including the content thereof or any review relating to any Roommate Property), the ability of Members to lease a Roommate Property are solely the responsibility of each Member. If you have a dispute with another Member, you must resolve the dispute directly with the Member. Silvernest may, but is not required to, assist in resolving any disputes between Members.

As a Housemate, you are responsible for leaving the Roommate Property in the condition it was in when you arrived. You acknowledge and agree that, as a Housemate, you are responsible for your own acts and omissions and you are also responsible for the acts and omissions of any individuals whom you invite to, or otherwise provide access to, the Roommate Property.

Service Fees

In consideration for the use of certain parts of the Services, App and/or Site, Silvernest charges the fees to Members ("Service Fees"). Members may be charged Service Fees on (i) a per use basis or (ii) an annual or monthly

subscription basis (each, a “Subscription Term”). At the end of each Subscription Term you will be asked to consent to renew on a monthly or annual basis, as applicable, unless earlier terminated by (a) the Member; or (b) Silvernest for breach of these Terms or non-payment of the Service Fees.

Payment and Electronic Communications

If you elect to use the Services, you are expressly agreeing that Silvernest is permitted to bill you any applicable Service Fees, any applicable tax and any other charges you may incur with Silvernest in connection with your use of the Services (“Charges”). The Charges will be billed to the credit card or other payment account you provide in accordance with the billing terms in effect at the time the Charges are due and payable. You acknowledge and agree that Silvernest will automatically charge your credit card or other payment account on record with Silvernest for the then-current Subscription Term upon the commencement of any renewal period. If payment is not received or cannot be charged to your credit card account for any reason, Silvernest reserves the right to either suspend or terminate your access to the Services and terminate these Terms. All Charges are non-cancellable and all charges are non-refundable except as expressly set forth herein.

By using the Site and/or the Services, you consent to receiving electronic communications from Silvernest. These electronic communications may include notices about applicable Service Fees and charges related to the Services and transactional or other information concerning or related to the Services. These electronic communications are part of your relationship with Silvernest and you receive them as part of your use of the Services. You agree that any notices, agreements, disclosures or other communications that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing. You will have the ability to opt-out of certain marketing or promotional emails that we send.

User Conduct

You may not use any “deep-link”, “page-scrape”, “robot”, “spider” or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Site, App or Content, or in any way reproduce or circumvent the navigational structure or presentation of the Site, App or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site or App. Silvernest reserves the right to bar any such activity.

You may not probe, scan or test the vulnerability of the Site, App or any network connected to the Site or App, nor breach the security or authentication measures on the Site, App or any network connected to the Site or App. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Site or App, or any other customer of Silvernest, or exploit the Site or App or any service or information made available or offered by or through the Site or App, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Site or App.

You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to Silvernest on or through the Site or App. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

You understand and agree that you are solely responsible for compliance with any and all laws, rules, regulations, and tax obligations that may apply to your use of the Site, App, Services and Materials. In connection with your use of the Site, App, Services and Materials, you may not and you agree that you will not:

- offer, as a Homeowner, any Roommate Property that you do not yourself own or have permission to rent as a residential or other property (without limiting the foregoing, you will not list Roommate Properties as a Homeowner if you are serving in the capacity of a rental agent or listing agent for a third party);
- offer, as a Homeowner, any Roommate Property that may not be rented or subleased pursuant to the terms and conditions of an agreement with a third party, including, without limitation, a property rental agreement;
- register for more than one Silvernest Account or register for a Silvernest Account on behalf of an individual other than yourself;
- unless Silvernest explicitly permits otherwise, request to lease any Roommate Property if you will not actually be staying at the Roommate Property yourself;
- contact a Homeowner for any purpose other than asking a question related to a Roommate Property or Listing;
- contact a Housemate for any purpose other than asking a question related to an entering into a lease for a Roommate Property or such Housemate's use of the Site, App and Services;
- recruit or otherwise solicit any Homeowner or other Member to join third-party services or websites that are competitive to Silvernest, without Silvernest's prior written approval or include listings or links to third party websites in your Member Content;
- impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;
- use automated scripts to collect information from or otherwise interact with the Site, App, Services or Materials;

- use the Site, App, Services or Materials to find a Homeowner or Housemate and then complete the leasing of a Roommate Property independent of the Site, App or Services, in order to circumvent the obligation to pay any Service Fees related to Silvernest's provision of the Services or for any other reasons.
- as a Homeowner, submit any Listing with false or misleading pricing or other information, or submit any Listing with a price that you do not intend to honor;
- violate any applicable local, state, provincial, national, or other law or regulation, or any order of a court, including, without limitation, zoning restrictions, housing and anti-discrimination laws, the Fair Housing Act, privacy laws and/or any tax regulations or homeowner association rules;
- use the Site, App, Services or Materials for any commercial or other purposes that are not expressly permitted by these Terms;
- copy, store or otherwise access any information contained on the Site, App, Services or Materials for purposes not expressly permitted by these Terms;
- infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights;
- interfere with or damage our Site, App or Services, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
- use our Site, App or Services to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers;
- use our Site, App, Services or Materials in connection with the distribution of unsolicited commercial email ("spam") or advertisements unrelated to lodging in a private residence;
- as a Homeowner, photograph, videotape or record a Housemate within the Roommate Property without their informed consent in accordance with applicable privacy laws;

- “stalk,” defame or harass any other user of our Site, App, Services or Materials, or collect or store any personally identifiable information about any other user other than for purposes of viewing a review or transacting as a Silvernest Housemate or Homeowner;
- post, upload, publish, submit or transmit any Content that: (i) infringes, misappropriates or violates a third party’s patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any other person; or (vii) promotes illegal or harmful activities or substances;
- systematically retrieve data or other content from our Site, App or Services to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise;
- use, display, mirror or frame the Site, App, Services or Materials, or any individual element within the Site, App, Services or Materials, Silvernest’s name, any Silvernest trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the Site, App or Services, without Silvernest’s express written consent;
- access, tamper with, or use non-public areas of the Site, App or Services, Silvernest’s computer systems, or the technical delivery systems of Silvernest’s providers;
- attempt to probe, scan, or test the vulnerability of any Silvernest system or network or breach any security or authentication measures;

- avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Silvernest or any of Silvernest's providers or any other third party (including another user) to protect the Site, Services, App or Materials;
- forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Site, Services, App or Materials to send altered, deceptive or false source-identifying information;
- attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site, Services, App or Materials;
- as a Homeowner, offer a Roommate Property intended to be occupied by more than four families or be in the business of renting or selling dwellings within the definition of the Fair Housing Act (such as, by way of example, a landlord of a multi-family dwelling or a real estate agent or broker);
- advocate, encourage, or assist any third party in doing any of the foregoing.

Silvernest has the right to investigate and prosecute violations of any of the above to the fullest extent of the law.

Silvernest may access, preserve and disclose any of your information if we are required to do so by law, or if we believe in good faith that it is reasonably necessary to (i) respond to claims asserted against Silvernest or to comply with legal process (for example, subpoenas or warrants), (ii) enforce or administer our agreements with users, such as these Terms, (iii) for fraud prevention, risk assessment, investigation, customer support, product development and debugging purposes, or (iv) protect the rights, property or safety of Silvernest, its users, or members of the public. You acknowledge that Silvernest has no obligation to monitor your access to or use of the Site, App, Services or Materials or to review or edit any Member Content, but has the right to do so for the purpose of operating and improving the Site, App and Services (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes), to ensure your compliance with these Terms,

to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body, to respond to content that it determines is otherwise objectionable or as set forth in these Terms.

Silvernest reserves the right, at any time and without prior notice, to remove or disable access to any Materials that Silvernest, at its sole discretion, considers to be objectionable for any reason, in violation of these Terms or otherwise harmful to the Site, App or Services.

Silvernest encourages Homeowners to learn about the specific housing laws applicable in their location and consult an attorney for advice to ensure that you comply.

Privacy

Your use of this Site, the Services and the App is governed by the Silvernest Privacy Policy, which is available at

(<https://www.silvernest.com/about/privacy>)<https://www.silvernest.com/about/privacy>.

Ownership

The Site, App, Services, and Materials are protected by copyright, trademark, and other laws of the United States and foreign countries. You acknowledge and agree that the Site, App, Services and Materials, including all associated intellectual property rights, are the exclusive property of Silvernest and its licensors. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, App, Services, or Materials. All trademarks, service marks, logos, trade names and any other proprietary designations of Silvernest used herein are trademarks or registered trademarks of Silvernest. Any other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks or registered trademarks of their respective parties.

App Specific Terms and License

Subject to your compliance with these Terms, Silvernest grants you a limited non-exclusive, non-transferable license to download and install a copy of the App on a single mobile device or computer that you own or control and run such copy of the App solely for your own personal use. Furthermore, with respect to the App you will only use the App (i) on an Apple-branded product that runs the iOS (Apple's proprietary operating system) or a product that runs on Android; and (ii) as permitted by the "Usage Rules" set forth in the Apple App Store Terms of Use or the Google Play Terms of Use. Silvernest reserves all rights in the App not expressly granted to you by these Terms.

With regard to your use of the App, you acknowledge and agree that (i) these Terms are an agreement between you and Silvernest only, and not Apple, and (ii) Silvernest, not Apple, is solely responsible for the App and content thereof. Your use of the App must comply with the App Store Terms of Use. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App. As between Silvernest and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Silvernest. You and Silvernest acknowledge that, as between Silvernest and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App or your possession and use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. You and Silvernest acknowledge that, in the event of any third-party

claim that the App or your possession and use of that App infringes that third party's intellectual property rights, as between Silvernest and Apple, Silvernest, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms. You and Silvernest acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms as related to your license of the App, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms as related to your license of the App against you as a third-party beneficiary thereof.

Silvernest Content and Member Content License

Subject to your compliance with the terms and conditions of these Terms, Silvernest grants you a limited, non-exclusive, non-transferable license, to (i) access and view any Silvernest Content solely for your personal and non-commercial purposes and (ii) access and view any Member Content to which you are permitted access, solely for your personal and non-commercial purposes. You have no right to sublicense the license rights granted in this section.

You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Site, App, Services, or Materials, except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Silvernest or its licensors, except for the licenses and rights expressly granted in these Terms.

Silvernest Content and Member Content License

We may, in our sole discretion, permit you to post, upload, publish, submit or transmit Member Content (such as reviews). By making available any Member

Content on or through the Site, App and Services, you hereby grant to Silvernest a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such Member Content on, through, by means of or to promote or market the Site, App and Services. Silvernest does not claim any ownership rights in any such Member Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such Member Content.

You acknowledge and agree that you are solely responsible for all Member Content that you make available through the Site, App and Services. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all Member Content that you make available through the Site, App and Services or you have all rights, licenses, consents and releases that are necessary to grant to Silvernest the rights in such Member Content, as contemplated under these Terms; (ii) neither the Member Content nor your posting, uploading, publication, submission or transmittal of the Member Content or Silvernest's use of the Member Content (or any portion thereof) on, through or by means of the Site, App and the Services will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of property, publicity or privacy, or result in the violation of any applicable law or regulation; and (iii) your Member Content and your postings will not defame any person, business, location or property.

Third Party Services

On the Site, you may be able to purchase certain third party services, such as the legal concierge services. You agree that Silvernest is not the provider of the legal concierge services or other third party services and products and that the

legal concierge services or other third party services are provided by a separate company. Silvernest is solely acting as a payment agent to sign you up to for the legal concierge services or other third party services. You acknowledge and agree that Silvernest will provide your name and contact information to the applicable third party provider to enable you to receive the legal concierge services or other third party services that you have requested. Silvernest is not liable for the legal concierge services or other third party services.

You may be required to agree to terms with the third party provider and/or the applicable attorney(s) that you engage with through the legal concierge services or other third party services.

YOU UNDERSTAND AND AGREE THAT SILVERNEST IS NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN YOU AND ANY ATTORNEY, NOR IS SILVERNEST AN ATTORNEY OR LAW FIRM. SILVERNEST HAS NO CONTROL OVER THE CONDUCT OF LEGAL ACCESS SERVICES OR THE ATTORNEYS AND DISCLAIMS ALL LIABILITY IN THIS REGARD TO THE MAXIMUM EXTENT PERMITTED BY LAW. SILVERNEST DOES NOT VET OR CONFIRM THE CREDENTIALS, RATINGS, OR SERVICES OF THE ATTORNEYS YOU MAY ENGAGE WITH THROUGH LEGAL CONCIERGE SERVICES OR OTHER THIRD PARTY SERVICES.

IF YOU USE THE LEGAL CONCIERGE SERVICES OR OTHER THIRD PARTY SERVICES, YOU DO SO AT YOUR SOLE RISK.

Links

This Site, App and Services may be linked to other sites that are not Silvernest sites. Silvernest is providing these links to you only as a convenience, and Silvernest is not responsible for such linked sites, including, without limitation,

the content or links displayed on such sites. You will need to make your own independent judgment regarding your interaction with these sites.

Feedback

Any feedback, suggestions or the like regarding the Services that you provide at this Site or through the App (“Feedback”) shall be deemed to be non-confidential. Silvernest shall be free to use such Feedback on an unrestricted basis. You hereby irrevocably and perpetually grant to Silvernest a royalty-free, fully-paid up license to use, reproduce, prepare derivative works of, modify, publicly perform, publicly display, make, have made, sell and offer to sell Feedback alone or as incorporated in any Silvernest products or services.

Copyright and Trademark Infringements

Notification:

Silvernest respects the intellectual property of others, and we ask you to do the same. Silvernest may, in appropriate circumstances and at Silvernest’s discretion, terminate access to the Site to users who infringe the intellectual property rights of others. If you believe that your work is the subject of copyright infringement and/or a trademark infringement and appears on the Site, please provide Silvernest’s copyright agent the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Silvernest to locate the material.

- Information reasonably sufficient to permit Silvernest to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Silvernest’s agent for notice of claims of copyright or trademark infringement on this Site or App can be reached as follows:

By mail: Silvernest Inc Attn: DMCA Administrator 2301 Blake St, Denver, CO 80205

By email at hello@silvernest.com

By phone at 1-866-757-NEST(6378)

Please also note that for copyright infringements under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

Counter-Notification:

If you elect to send us a counter notice, to be effective it must be a written communication provided to our designated agent that includes substantially the following (please consult your legal counsel or see 17 U.S.C. Section 512(g)(3) to confirm these requirements):

- A physical or electronic signature of the user.

- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.
- A statement under penalty of perjury that the user has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
- The user's name, address, and telephone number, and a statement that the user consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the user's address is outside of the United States, for any judicial district in which the service provider may be found, and that the user will accept service of process from the person who provided notification under Section 512(c)(1)(C) of the Copyright Act or an agent of such person.

Such written notice should be sent to our designated agent as follows:

By mail: Silvernest, Inc Attn: DMCA Administrator 2301 Blake St, Denver, CO 80205

By email at hello@silvernest.com

By phone at 1-866-757-NEST(6378)

Please note that under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.

Only the intellectual property rights owner may report potentially infringing items through Silvernest's reporting system set forth above. If you are not the intellectual property rights owner, you should contact the intellectual property rights owner and they can choose whether to use the procedures set forth in

these Terms. Silvernest may terminate the Account and access rights of any repeat infringer.

Suspension, Termination and Silvernest Account Cancellation

We may, in our discretion and without liability to you, with or without cause, with or without prior notice and at any time, decide to limit, suspend, deactivate or cancel your Silvernest Account. If we exercise our discretion under these Terms to do so, any or all of the following can occur with or without prior notice or explanation to you: (a) your Silvernest Account will be deactivated or suspended, your password will be disabled, and you will not be able to access the Site, App, Services, your Silvernest Account, your Member Content, or receive assistance from Silvernest Customer Service, (b) any pending or accepted future bookings as either Homeowner or Housemate will be immediately terminated, (c) we may communicate to your Housemates or Homeowners that a potential or confirmed booking has been cancelled, (d) we may refund your Housemates in full for any and all confirmed reservations, irrespective of preexisting cancellation policies, (e) we may contact your Housemates to inform them about potential alternate Roommate Properties with other Homeowners that may be available on the Site, App and Services, and (f) you will not be entitled to any compensation for reservations or bookings (even if confirmed) that were cancelled as a result of a suspension, deactivation or termination of your Silvernest Account. We also may remove all of your Member Content, such as reviews. You may cancel your Silvernest Account at any time via the “Cancel Account” feature of the Services or by sending an email to hello@silvernest.com. Please note that if your Silvernest Account is cancelled, we do not have an obligation to delete or return to you any Content you have posted to the Site, App and Services, including, without limitation, any reviews or Feedback.

Disclaimers

YOU UNDERSTAND AND AGREE THAT SILVERNEST IS NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN HOMEOWNERS AND HOUSEMATES, NOR IS SILVERNEST A REAL ESTATE BROKER, AGENT, ATTORNEY OR INSURER. SILVERNEST HAS NO CONTROL OVER THE CONDUCT OF HOMEOWNERS, HOUSEMATES AND OTHER USERS OF THE SITE, APP AND SERVICES OR ANY ROOMMATE PROPERTIES, AND DISCLAIMS ALL LIABILITY IN THIS REGARD TO THE MAXIMUM EXTENT PERMITTED BY LAW.

IF YOU USE THE SITE, APP, SERVICES OR MATERIALS, YOU DO SO AT YOUR SOLE RISK. YOU ACKNOWLEDGE AND AGREE THAT SILVERNEST IS NOT OBLIGATED TO CONDUCT BACKGROUND CHECKS OR CREDIT CHECKS OR USER VERIFICATION ON ANY MEMBER, INCLUDING, BUT NOT LIMITED TO, HOUSEMATES AND HOMEOWNERS, BUT MAY ASSIST IN CONDUCTING AND MAY CONDUCT USER VERIFICATIONS IN ITS SOLE DISCRETION. THE SITE, APP, SERVICES, AND MATERIALS ARE PROVIDED “AS IS”, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, SILVERNEST EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. SILVERNEST MAKES NO WARRANTY THAT THE SITE, APP, SERVICES, MATERIALS, INCLUDING, BUT NOT LIMITED TO, THE LISTINGS OR ANY ROOMMATE PROPERTIES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. SILVERNEST MAKES NO WARRANTY REGARDING THE QUALITY OF ANY LISTINGS, ROOMMATE PROPERTIES, THE SERVICES OR MATERIALS OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR

RELIABILITY OF ANY MATERIALS OBTAINED THROUGH THE SITE, APP, OR SERVICES.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM SILVERNEST OR THROUGH THE SITE, APP, SERVICES OR MATERIALS, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER MEMBERS OF THE SITE, APP OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, APP OR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY HOMEOWNERS OR HOUSEMATES. YOU UNDERSTAND THAT SILVERNEST DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE SITE, APP OR SERVICES OR TO REVIEW OR VISIT ANY ROOMMATE PROPERTIES. SILVERNEST MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY OF ANY RESULTS OR INFORMATION THAT SILVERNEST MAY OBTAIN WHEN AND IF SILVERNEST ASSISTS IN USER VERIFICATION. SILVERNEST MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE SITE, APP OR SERVICES OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS OF THE SITE, APP OR SERVICES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE, APP OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, APP OR SERVICES, INCLUDING, BUT NOT LIMITED TO, HOUSEMATES AND HOMEOWNERS, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON REGARDLESS OF WHETHER SUCH MEETINGS ARE ORGANIZED BY SILVERNEST. SILVERNEST EXPLICITLY DISCLAIMS ALL LIABILITY FOR ANY ACT OR OMISSION OF ANY MEMBER OR OTHER THIRD PARTY.

By using the Site, App or Services, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of other Members or other third parties will be limited to a claim against the particular Members or other third parties who caused you harm. You agree not to attempt to impose liability on or seek any legal remedy from Silvernest with respect to such actions or omissions. Accordingly, we encourage you to communicate directly with other Members on the Site, App and Services regarding any Roommate Properties or Listings.

Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SITE, APP, SERVICES AND MATERIALS, REVIEWS, LISTINGS OR LEASING OF ANY ROOMMATE PROPERTIES VIA THE SITE, APP AND SERVICES, OR VIEWING OF REVIEWS, AND ANY CONTACT YOU HAVE WITH OTHER USERS OF SILVERNEST WHETHER IN PERSON OR ONLINE REMAINS WITH YOU. NEITHER SILVERNEST NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE, APP, SERVICES, OR MATERIALS WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, FROM THE USE OF OR INABILITY TO USE THE SITE, APP, SERVICES OR MATERIALS, FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SITE, APP, OR SERVICES OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, APP, SERVICES, OR FROM YOUR LISTING OR LEASING OF ANY ROOMMATE

PROPERTY VIA THE SITE, APP AND SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SILVERNEST HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL SILVERNEST'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND YOUR USE OF THE SITE, APP AND SERVICES INCLUDING, BUT NOT LIMITED TO, FROM ANY REVIEWS, LISTINGS OR LEASING OF ANY ROOMMATE PROPERTY VIA THE SITE, APP AND SERVICES, OR FROM THE USE OF OR INABILITY TO USE THE SITE, APP, SERVICES, OR MATERIALS AND IN CONNECTION WITH ANY ROOMMATE PROPERTY OR INTERACTIONS WITH ANY OTHER MEMBERS, EXCEED THE AMOUNT OF SERVICE FEES YOU HAVE PAID IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR ONE HUNDRED U.S. DOLLARS (US \$100), IF NO SUCH PAYMENTS HAVE BEEN MADE, AS APPLICABLE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN SILVERNEST AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Indemnification

You agree to indemnify, defend and hold Silvernest and its affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (a) your access to or use of the Site, App, Services, or Materials or your violation of these Terms; (b) your Member Content or reliance

on Member Content; (c) your (i) interaction with or disputes with any Member or any other user, (ii) a Roommate Property, or (iii) creation of a Listing; and (d) the use, condition or rental of a Roommate Property by you, including but not limited to any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of the lease or use of a Roommate Property.

Local Laws; Export Control

Silvernest controls and operates this Site, App and Services from its headquarters in the United States of America and the User Content and/or Third Party Content may not be appropriate or available for use in other locations. If you use this Site, App or Services outside the United States of America, you are responsible for following applicable local laws, including, without limitation, all applicable export control laws and regulations.

Reporting Misconduct

If you feel a Homeowner or Housemate is acting or has acted inappropriately, including but not limited to (i) engaging in offensive, violent or sexually inappropriate behavior, (ii) you suspect of stealing from you, or (iii) engaging in any other disturbing conduct, you must immediately report such person to the appropriate authorities and then promptly (no later than twenty-four (24) hours after reporting to authorities) to Silvernest by contacting us with your police station and report number at hello@silvernest.com; provided that your report will not obligate us to take any action beyond that required by law (if any) or cause us to incur any liability to you.

Dispute Resolution and Binding Arbitration Provision

Definitions. As used in this Arbitration Provision, the terms “Silvernest,” “we,” “us,” and “our” refer to Silvernest, Inc., including its subsidiaries and agents; the terms “you” and “your” refer to you as an individual and any legal entity you

control, work for, or represent when you access or use the Products. The word “Claims” means all claims, disputes, or controversies between you and us of any nature or kind, whether pre-existing, present, or future, that arise from or relate to the Site, App and/or Services. This includes but is not limited to disagreements about the validity, enforceability, or scope of this Arbitration Provision.

Governing Law. These Terms are governed by the laws of the State of Delaware (without regard to its conflicts of law provisions) including U.S. federal law.

Informal Efforts to Resolve Dispute. If a dispute arises between you and Silvernest, you should first attempt to resolve it by contacting our Customer Service Center at 1-866-757-NEST(6378) (at no cost) or by sending the details of your complaint, including your contact information for a response, to the address listed below. We will attempt in good faith to resolve all Claims submitted this way within fifteen (15) days of receipt.

Agreement to Arbitrate; Right to Opt Out. If informal efforts to resolve Claims fail or are not used, you agree that any and all Claims will be resolved exclusively by binding arbitration as described herein, except that: (i) you may assert Claims in a small claims court in the United States if your Claims meet the court’s jurisdictional requirements; and (ii) either party may pursue Claims and relief in a court of competent jurisdiction regarding the validity and/or infringement of a party’s intellectual property rights.

There is no judge or jury in arbitration, and court review of an arbitration award is very limited. However, an arbitrator can award to you on an individual basis the same damages and forms of relief as a court could (including injunctive and declaratory relief as well as statutory damages) and must follow the law and terms of this Agreement as a court would. Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions and private attorney general actions are not permitted.

IF YOU DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MUST NOTIFY SILVERNEST IN WRITING WITHIN 30 DAYS FROM THE DATE THAT YOU FIRST ACCEPT OR HAVE ACCESS TO THIS AGREEMENT BY MAILING OR FAXING AN OPT-OUT REQUEST TO OUR CUSTOMER SERVICE CENTER LISTED BELOW. YOUR WRITTEN NOTIFICATION MUST INCLUDE YOUR NAME, ADDRESS, THE EMAIL ADDRESS YOU USED TO REGISTER WITH SILVERNEST, AND A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH US THROUGH ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH US OR THE DELIVERY OF SITE, APP AND/OR SERVICES TO YOU BY US. IF YOU HAVE PREVIOUSLY NOTIFIED US OF YOUR DECISION TO OPT OUT OF ARBITRATION, YOU DO NOT NEED TO DO SO AGAIN.

Arbitration Fees. The allocation and payment of all filing, administration and arbitrator fees will be governed by the rules of the JAMS (“JAMS”), which limit the amount a consumer is required to pay. If the arbitrator determines that your Claims are not frivolous applying the standards of the U.S. Federal Rules of Civil Procedure, we agree to reimburse you the amount of all filing, administration and arbitrator fees you are required to pay for the arbitration.

Arbitration Rules. The arbitration will be conducted by the JAMS under its rules if you are a resident of the United States; if your use of the Site, App and/or Services has been principally for personal or household use, the JAMS’ procedures for consumer-related disputes including the minimum fairness standards will also apply. If you are a resident of a country other than the United States or the European Union, the arbitration will be conducted by the JAMS in Denver, Colorado, under its rules for international arbitration, and you and we agree to submit to the personal jurisdiction of the U.S. federal court in Denver, Colorado in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award

entered by the arbitrator. In the event of a conflict or inconsistency between the applicable arbitration rules and this Arbitration Provision, this Arbitration Provision shall govern and control.

The arbitration will be conducted in the English language by a single arbitrator who is an attorney-at-law with at least fifteen years' experience in consumer and technology transactions and who is also a member of the JAMS roster of arbitrators. If you and we can't agree on a mutually acceptable arbitrator within fifteen (15) days after the arbitration is initiated, then the JAMS will pick a neutral arbitrator who meets the qualifications. The JAMS rules are available at <http://www.jamsadr.com>, or by calling 1-800-352-5267 (at no cost) from inside the United States or +44 207 583 9808 from outside the United States.

Initiating Arbitration. To begin an arbitration proceeding, you must follow the procedures specified by the applicable JAMS rules as described on their website at <http://www.jamsadr.com>.

Time Restriction. YOU MUST FILE A COMPLAINT WITH JAMS OR A PERMITTED COURT WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A CLAIM, OR YOU WAIVE THE RIGHT TO PURSUE ANY CLAIM BASED UPON SUCH EVENT, FACTS OR DISPUTE.

Arbitration Process. Because appearing in person for arbitration can be unduly burdensome in the circumstances, arbitration under this Arbitration Provision shall not require any personal appearance by the parties or witnesses unless mutually agreed. Either or both parties may participate by written submissions, telephone calls, or other means of remote communication as allowed by the arbitrator. The arbitration proceedings will be conducted in the English language at a location designated by the JAMS that is the most convenient for you.

The arbitration can only decide Claim(s) between you and us, and may not consolidate or join the claims of other persons that may have similar claims. There shall be no pre-arbitration discovery except as provided for in the applicable JAMS rules. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect customer account information and other confidential or proprietary information.

In conducting the arbitration proceeding, the arbitrator will apply the law of the State of California (without regard to its conflicts of law provisions) including U.S. federal law for matters covered by federal law (e.g. the Federal Arbitration Act). The confidentiality provisions of this Agreement will be enforceable under the provisions of the California Uniform Trade Secrets Act, California Civil Code Section 3426, as amended. At the request of any party, the arbitrator shall provide a brief written explanation of the basis for the decision and award. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding on the parties except for any right to appeal under the JAMS rules or the Federal Arbitration Act.

Recovery and Attorneys' Fees. If the arbitrator rules in your favor on the merits of any Claim you bring against us and issues you an award that is greater in monetary value than our last written settlement offer made to you before written submissions are made to the arbitrator, then we will (i) pay you 150% of your arbitration damages award, up to \$1,000 over and above your damages award; and (ii) pay your attorneys, if any, the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that you or your attorney reasonably incurred for investigating, preparing, and pursuing your Claim in arbitration. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of such fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within 14 days of the

arbitrator's ruling on the merits. The right to attorneys' fees and expenses discussed above supplements any right to attorneys' fees and expenses you may have under applicable law, although you may not recover duplicative awards of attorneys' fees or costs. If your use of the Site, App and/or Services was principally for personal or household use, neither party will be entitled to any award of punitive or special damages and Silvernest waives any right it may have to seek an award of attorneys' fees and expenses from you in connection with any arbitration of Claims between us.

Confidentiality. You and we shall keep confidential any information exchanged during the arbitration as well as the decision of the arbitrator made with respect to any Claim(s) arbitrated under this Arbitration Provision and, with the exception of disclosure to your or our attorneys, accountants, auditors, and other legal or financial advisors, neither party shall disclose such information or decision to any other person unless required to do so by law.

Continuing Obligation to Arbitrate; Severability. This Arbitration Provision shall survive termination of your access to or use of any Site, App and/or Services and related agreements. If any portion of this Arbitration Provision is deemed invalid or unenforceable at law, such invalid or unenforceable provision will be interpreted, construed or reformed to the extent required to make it valid and enforceable, and this shall not invalidate the remaining portions of this Arbitration Provision.

Silvernest Customer Service Center Address:

Silvernest Inc ATTN: LEGAL/ARBITRATION 2301 Blake St, Denver, CO 80205 hello@silvernest.com

General

The official language of these Terms is English. The failure of Silvernest to enforce any right or provision of these Terms will not constitute a waiver of

future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Silvernest. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason an arbitrator or a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. These Terms constitute the entire and exclusive understanding and agreement between Silvernest and you regarding the Site, App, Services, Materials, and any reviews, leasing or Listings of Roommate Properties made via the Site, App and Services, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Silvernest and you regarding bookings or listings of Roommate Properties, the Site, App, Services, Materials, and reviews. You may not assign or transfer these Terms, by operation of law or otherwise, without Silvernest's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. Silvernest may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns. Any notices or other communications permitted or required hereunder, including those regarding changes to these Terms, will be in writing and given by Silvernest (i) via email (in each case to the address that you provide) or (ii) by posting to the Site or via the App. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.