



Terms of Service & Privacy Policy

Last Updated January 27, 2022

1) ACCEPTANCE OF TERMS. Real Integrated Technology, LLC ("RIT") welcomes you. RIT provides the RIT Services (defined below) to you subject to the following Terms of Service ("TOS"), which may be updated by RIT from time to time, and RIT will endeavor to notify all users by email or other means as changes occur. By accessing and using the RIT Services, you accept and agree to be bound by the terms and provisions of the TOS. In addition, when using particular RIT owned or operated services, including the Varro Portal, you and RIT shall be subject to any posted guidelines or rules applicable to such services, with such guidelines or rules being hereby incorporated by reference into the TOS. RIT may also offer other services that are governed by different Terms of Service. Anyone that uses RIT Services is subject to the TOS. Do not use the RIT Services if you do not accept the terms of the TOS.

2) DESCRIPTION OF RIT SERVICES. RIT provides users with an online database to store and access information logged and uploaded utilizing the Varro Portal (the "RIT Services"). You also understand and agree that the RIT Services may include advertisements and that these advertisements are necessary for RIT to provide the RIT Services. You also understand and agree that the RIT Services may include certain communications from RIT, such as service announcements, administrative messages and the RIT Newsletter, and that these communications are considered part of RIT membership and you will not be able to opt out of receiving them. Unless explicitly stated otherwise, any new features that augment or enhance the current RIT Services shall be subject to the TOS. You understand and agree that the RIT Services are provided "AS-IS" and that RIT assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings, unless such failure, deletion or mis-delivery is a direct result of RIT's gross negligence or reckless misconduct. You are responsible for obtaining access to the RIT Services, and that access may involve third-party fees (such as Internet service provider or airtime charges). You are responsible for those fees. In addition, you must provide and are responsible for all equipment necessary to access the RIT Services.

3) REGISTRATION OBLIGATIONS. In consideration of your use of the RIT Services, you represent that you are duly authorized to enter into a binding contract and are not a person or other entity barred from receiving the RIT Services under the laws of the United States or other applicable jurisdiction. You also agree to: (a) provide true, accurate, current and complete information as prompted by the RIT Service's registration form (the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or RIT has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, RIT has the right to suspend or terminate your account and refuse any and all current or future use of the RIT Services (or any portion thereof).

4) RIT PRIVACY POLICY. Registration Data and certain other information about you are subject to our privacy policy. You understand that through your use of the RIT Services you consent to the collection and use of this information, including the transfer of this information to the United States and/or other countries for storage, processing and use by RIT and its affiliates. Personal information collected – Name, address, email, and contact phone number. Some online identifiers are captured as well – IP address, username, and password. Commercial information is collected – basic property information including but not limited to; address, property conditions, basic tenant information, etc. Custom fields may be configured by clients and should not be used to capture sensitive personal information. Potential uses of the information collected – To provide clients with the solutions on our platform that they have purchased. To market our solutions to potential users. To analyze site usage and improve offerings. For market research, planning, and troubleshooting problems. For protecting against criminal activity. We may use de-identified and aggregated information for marketing purposes or in connection with our business.

5) MEMBER ACCOUNT, PASSWORD AND SECURITY. You will receive a password and account designation upon completing the RIT Service's registration process. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify RIT of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. RIT cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 5. Notwithstanding the foregoing provision, you may change your password(s) or request password changes at any time, without any frequency restrictions.

6) MEMBER CONDUCT. You, and not RIT, are entirely responsible for all information, data, text or other materials ("Content"), that you upload via the RIT Services. You agree to not use the RIT Services to:

a) upload any Content that is unlawful;



- b) harm minors in any way;
- c) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- d) upload any Content that you do not have a right to store in the database provided by the RIT Services under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- e) upload any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- f) upload any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- g) intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law; and/or
- h) provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act.

RIT and its designees shall have the right to remove any Content that violates the TOS or is otherwise objectionable. You acknowledge, consent and agree that RIT may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce the TOS; (iii) respond to claims that any Content violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property or personal safety of RIT, its users and the public.

You understand that the RIT Services and software embodied within the RIT Services may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by RIT and/or content providers who provide content to the RIT Services. You may not attempt to override or circumvent any of the usage rules embedded into the RIT Services. Any unauthorized reproduction, publication, further distribution or public exhibition of the materials provided on the RIT Services, in whole or in part, is strictly prohibited.

7) INTERSTATE NATURE OF COMMUNICATIONS ON RIT NETWORK. When you register with RIT, you acknowledge that in using the RIT Services you will be causing communications to be sent through RIT's computer networks, portions of which are located at headquarters in Chicago, IL, in operations offices in Cleveland OH, and other geographically diverse locations currently in the United States (portions of which may be located abroad as deemed necessary). As a result, and also as a result of RIT's network architecture and business practices and the nature of electronic communications, even communications that seem to be intrastate in nature can result in the transmission of interstate communications regardless of where you are physically located at the time of transmission. Accordingly, by agreeing to this TOS, you acknowledge that use of the service results in interstate data transmissions.

8) SPECIAL ADMONITIONS FOR INTERNATIONAL USE AND EXPORT AND IMPORT COMPLIANCE. Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Use of the RIT Services and transfer, posting and uploading of software, technology, and other technical data via the RIT Services may be subject to the export and import laws of the United States and other countries. You agree to comply with all applicable export and import laws and regulations. In particular, you: (a) represent that you are not a party identified on any government export exclusion list, including but not limited to the U.S. Denied Persons, Entity, and Specially Designated Nationals Lists, nor will you transfer software, technology, and other technical data via the RIT Services to parties identified on such lists; (b) agree not to use the RIT Services for military, nuclear, missile, chemical or biological weaponry end uses in violation of U.S. export laws; (c) agree not to transfer, upload, or post via the RIT Services any software, technology or other technical data in violation of U.S. or other applicable export or import laws.

9) CONTRIBUTIONS TO RIT. By submitting ideas, suggestions, documents, and/or proposals ("Contributions") to RIT



through its suggestion or feedback webpages, you acknowledge and agree that: (a) your Contributions do not contain confidential or proprietary information; (b) RIT is not under any obligation of confidentiality, express or implied, with respect to the Contributions; (c) RIT shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, in any media worldwide; (d) RIT may have something similar to the Contributions already under consideration or in development; (e) your Contributions automatically become the property of RIT without any obligation of RIT to you; and (f) you are not entitled to any compensation or reimbursement of any kind from RIT under any circumstances.

10) INDEMNITY. You agree to indemnify and hold RIT and its subsidiaries, affiliates, officers, agents, employees, partners and licensors harmless from any third party claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the RIT Services, your connection to the RIT Services, your violation of the TOS, or your violation of any rights of another.

11) NO COMMERCIAL REUSE OF RIT SERVICES. You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion or use of, or access to, the RIT Services (including advertisements, Software and your RIT ID).

12) GENERAL PRACTICES REGARDING USE AND STORAGE. You acknowledge that RIT may establish general practices and limits concerning use of the RIT Services, including without limitation the maximum number of days that data will be retained by the RIT Services, the maximum disk space that will be allotted on RIT's servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the RIT Services in a given period of time. You agree that RIT has no responsibility or liability for the deletion or failure to store any data maintained or transmitted by the RIT Services. You acknowledge that RIT reserves the right to log off accounts that are inactive for an extended period of time. You further acknowledge that RIT reserves the right to modify these general practices and limits from time to time.

13) MODIFICATIONS TO RIT SERVICES. RIT reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the RIT Services (or any part thereof), with users being notified as stated in Section 1 above. You agree that RIT shall not be liable to you or to any third party for any modification, suspension or discontinuance of the RIT Services (or any part thereof), unless such modification, suspension or discontinuance is found to be grossly negligent or the result of reckless misconduct.

The following criteria are the standards that are the basis for measuring RIT's achievement of the service levels required pursuant hereto (the "**Service Level Standards**"). The Service Level Standards constitute a reasonable expectation on the part of both parties regarding targets that are achievable, objective, and fair.

RIT shall endeavor to make RIT Services available to users 24 hours a day, 7 days a week. Except for planned outages and unplanned outages (which shall be defined as any host or network hardware, software, and/or application failure or malfunction that degrades or prevents access by ISO to a service covered by the TOS) of common national telecommunications networks, and other events beyond the control of RIT such as (but not limited to) acts of God, strikes, lockouts, riots, acts of war or terrorism, earthquake, fire, blackouts and explosions, RIT Services will be available during the scheduled times listed in this document.

RIT will endeavor to notify users in a timely manner of any changes implemented by RIT that may prevent user's ability to access any RIT Services. It is understood that, on occasion, RIT's systems may be unavailable due to a planned outage. RIT will endeavor to notify users of all planned outages in advance of the planned outage. These planned outages will be carried out during non-business hours to the extent possible.

14) TERMINATION. You may terminate your RIT account and access to the RIT Services by providing such written notice of termination to RIT. You agree that RIT may, *without prior notice*, immediately terminate, limit your access to or suspend your RIT account and access to the RIT Services for causes including, but not limited to (a) breaches or violations of the TOS or other incorporated agreements or guidelines (RIT may restore user access if such breach or violation is cured), (b) requests by law enforcement or other government agencies, (c) unexpected technical or security issues or problems, subject to the terms of Section 13 of this TOS (d) extended periods of inactivity (e) engagement by you in fraudulent or illegal activities, and/or (f) nonpayment of any fees owed by you in connection with the RIT Services. Except for those aforementioned causes specified in this Section 14, RIT shall provide you with sixty (60) days prior written notice of its intent to terminate your RIT account. Further, you agree that all terminations, limitations of access and suspensions for cause shall be made in RIT's sole discretion and that RIT shall not be liable to you or any third party



for any termination of your account or access to the RIT Services. Termination of your RIT account includes any and all of the following: (a) removal of access to all or part of the offerings within the RIT Services, (b) deletion of your password and all related information, files and content associated with or inside your account (or any part thereof), and (c) barring of further use of all or part of the RIT Services.

15) DEALINGS WITH ADVERTISERS. Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the RIT Services, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that RIT shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the RIT Services.

16) LINKS. The RIT Services may provide links to other World Wide Web sites or resources. You acknowledge and agree that RIT is not responsible for the availability of such external sites or resources, does not endorse and is not responsible or liable for any advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that RIT shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such goods or services available on or through any such site or resource.

17) PROPRIETARY RIGHTS. You acknowledge and agree that the RIT Services contains proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that any information presented to you through the RIT Services is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly permitted by applicable law or as authorized by RIT or the applicable licensor, you agree not to modify, rent, lease, loan, sell, distribute, transmit, broadcast, publicly perform or create derivative works based on the RIT Services or such information, in whole or in part.

RIT grants you a personal, non-transferable and non-exclusive right and license to use the RIT Services; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the RIT Services. You agree not to modify the RIT Services in any manner or form for the purpose of obtaining unauthorized access to the RIT Services. You agree not to access the RIT Services by any means other than through the interface that is provided by RIT for use in accessing the RIT Services.

18) DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE RIT SERVICES IS AT YOUR SOLE RISK. THE RIT SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. RIT AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

RIT AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (i) THE RIT SERVICES WILL MEET YOUR REQUIREMENTS; (ii) THE RIT SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE RIT SERVICES OR SOFTWARE WILL BE ACCURATE OR RELIABLE; AND (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE RIT SERVICES WILL MEET YOUR EXPECTATIONS.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE RIT SERVICES IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER SYSTEM, INTERNET ACCESS, DOWNLOAD OR DISPLAY DEVICE, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM RIT OR THROUGH OR FROM THE RIT SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

19) LIMITATION OF LIABILITY. YOU EXPRESSLY UNDERSTAND AND AGREE THAT RIT AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF RIT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (a) THE USE OR THE INABILITY TO



USE THE RIT SERVICE; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (d) ANY OTHER MATTER RELATING TO THE RIT SERVICES.

20) EXCLUSIONS AND LIMITATIONS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 18 AND 19 MAY NOT APPLY TO YOU. LIABILITY IN SUCH JURISDICTIONS FOR SUCH DAMAGES SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. ANY CLAIM AGAINST RIT SHALL BE LIMITED TO THE AMOUNT YOU PAID, IF ANY, FOR USE OF THE SERVICES.

21) NO THIRD-PARTY BENEFICIARIES. You agree that, except as otherwise expressly provided in this TOS, there shall be no third-party beneficiaries to this agreement.

22) NOTICE. RIT may provide you with notices, including those regarding changes to the TOS, including by but not limited to email, regular mail, SMS, MMS, text message, postings on the RIT Services, or other reasonable means now known or hereafter developed. Such notices may not be received if you violate this TOS by accessing the RIT Services in an unauthorized manner. Your agreement to this TOS constitutes your agreement that you are deemed to have received any and all notices that would have been delivered had you accessed the RIT Services in an authorized manner.

23) TRADEMARK INFORMATION. You agree that all of RIT's trademarks, trade names, service marks and other RIT logos and brand features, and product and service names are trademarks and the property of REAL Integrated Technology, LLC (the "RIT Marks"). Without RIT's prior permission, you agree not to display or use in any manner the RIT Marks.

24) GENERAL INFORMATION.

Entire Agreement. The TOS constitutes the entire agreement between you and RIT and governs your use of the RIT Services, superseding any prior version of this TOS between you and RIT with respect to the RIT Services. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other RIT services, affiliate services, third-party content or third-party software.

Choice of Law and Forum. You and RIT each agree that the TOS and the relationship between the parties shall be governed by the laws of the State of Illinois without regard to its conflict of law provisions and that any and all claims, causes of action or disputes (regardless of theory) arising out of or relating to the TOS, or the relationship between you and RIT, shall be brought exclusively in the courts located in Cook County, Illinois or the U.S. District Court for the Northern District of Illinois. You and RIT agree to submit to the personal jurisdiction of the courts located within Cook County, Illinois or the Northern District of Illinois, and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts.

Waiver and Severability of Terms. The failure of RIT to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

No Right of Survivorship and Non-Transferability. You agree that your RIT account is non-transferable and any rights to your RIT ID or contents within your account terminate upon your death or dissolution. Upon receipt of a copy of a death certificate or notice of dissolution, your account may be terminated and all contents therein permanently deleted.

Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the RIT Services or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Headings. The section titles in the TOS are for convenience only and have no legal or contractual effect.

25) NOTICES. All notices, or any questions or concerns, by you shall be by email to jmarino@varroportal.com, or by mail at the address listed at the bottom of this page. Please note that e-mail communications may not be secure; accordingly, you should not include sensitive information.