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8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF SAN FRANCISCO**

11
12 SAN FRANCISCO TENANTS UNION,
13 ADRIAN PHUA, WILLIAM SOLIS,
and ELANA DIESTEL,

14 Plaintiffs,

15 v.

16 SMARTRENT TECHNOLOGIES, INC.,
EQUITY RESIDENTIAL, a real estate
17 investment trust, ERP OPERATING
LIMITED PARTNERSHIP, a
18 partnership, EQUITY RESIDENTIAL
MANAGEMENT LLC, EQUITY-
19 TASMAN APARTMENTS LLC,
ARCHSTONE DAGGETT PLACE
20 LLC, ARCHSTONE SOUTH MARKET
LP, EQR-TERRACES LIMITED
21 PARTNERSHIP, and DOES 1 through
15,

22 Defendants.
23
24
25
26
27
28

CASE NO. CGC-25-631212

**DECLARATION OF MATT LOREY IN
SUPPORT OF DEFENDANT SMARTRENT
TECHNOLOGIES, INC.'S MOTION TO
COMPEL ARBITRATION AND STAY
PROCEEDINGS PENDING ARBITRATION**

*[Filed Concurrently with Notice of Motion and
Motion; [Proposed] Order]*

Action Filed: December 4, 2025

Trial Date: None

DATE: April 29, 2026

TIME: 9 a.m.

DEPT.: 302

1 I, Matt Lorey, hereby declare and state as follows:

2 1. I am the Senior Vice President of Technology at SmartRent Technologies, Inc.
3 (“SmartRent”). I have been employed by SmartRent since 2018. I submit this declaration in
4 support of SmartRent’s Motion to Compel Arbitration and Stay Proceedings Pending Arbitration.
5 I have personal knowledge of the facts stated herein and, unless otherwise stated, could and
6 would competently testify as to each such fact if called as a witness.

7 2. Residents can access and manage SmartRent devices and services through the
8 SmartRent Resident App (“SmartRent App” or “App”), a mobile and web application that allows
9 residents to conveniently manage a suite of smart home devices (including thermostats, front
10 door locks, and leak detectors) and submit service requests to property managers, providing
11 residents with greater control over their living environment.

12 3. Smart thermostats allow residents to customize and automate the temperature
13 settings in their homes while helping manage energy use, potentially saving the resident money,
14 while smart door locks enable keyless entry, remote access for trusted guests, and added security.
15 These devices connect through SmartRent software tools to enhance security, efficiency, and
16 lower costs for residents. Residents are also able to access and manage their SmartRent devices
17 without using the App or webpage. Residents may do this by manually changing the temperature
18 on thermostats, utilizing a front door access code or traditional physical key, or monitoring and
19 managing these devices on wall-mounted hubs.

20 4. Since at least 2021, in order to utilize the SmartRent devices through the App or
21 a web browser, residents are required to register for an account and agree to SmartRent’s Terms
22 of Service and Privacy Policy.

23 5. Attached as **Exhibit 1** is a true and correct image of the 2021–2025 SmartRent
24 web sign-up page.

25 6. SmartRent introduced mobile account creation in December 2022. Attached as
26 **Exhibit 2** is a true and correct image of the mobile sign-up page as it appeared in 2022–2025 in
27 dark mode and light mode. Based on available records, the light mode image of the page is cutoff
28 at the bottom. Both viewing modes are equally available to residents. In both modes “**Terms of**

1 **Service**” and “**Privacy Policy**” appear as hyperlinks in teal.

2 7. Attached as **Exhibit 3** are true and correct images of the 2025–present sign-up
3 page. This design is consistent across the mobile and web versions. Since 2021, if a resident
4 attempts to register without checking the box agreeing to SmartRent’s Terms of Service, they are
5 unable to proceed to the next screen and receive an error message. A red circle with an alert
6 message with an exclamation point appears in the lower right side of the screen next to the “Terms
7 of Service” and “Privacy Policy” hyperlinks.

8 8. SmartRent periodically updates its Terms of Service. Since at least 2022,
9 SmartRent has prompted in-app review of its Terms of Service, requiring residents to review and
10 agree to the updated Terms of Service to continue using the application. Attached as **Exhibit 4**
11 are true and correct images of the Terms of Service update review pages.

12 9. SmartRent business records reflect that Plaintiffs William Solis, Adrian Phua, and
13 Elana Diestel registered accounts with SmartRent.

14 10. SmartRent business records reflect Plaintiff Diestel agreed at least three times to
15 the SmartRent Terms of Service; doing so on May 12, 2023, January 22, 2024, and October 24,
16 2025.

17 11. SmartRent business records reflect Plaintiff Phua agreed to the SmartRent Terms
18 of Service on June 19, 2024.

19 12. SmartRent business records reflect Plaintiff Solis agreed to the SmartRent Terms
20 of Service on April 12, 2023. On information and belief, Plaintiff Solis continued using
21 SmartRent technologies until at least March 2024.

22 13. In regard to the properties where unnamed Plaintiff Union members reside,
23 SmartRent business records reflect that 72% of One Saint Francis Place residents and 83% of
24 855 Brannan Street residents have created SmartRent accounts and affirmatively agreed to its
25 Terms of Service. No SmartRent devices are installed or operated at the 1330 Bush Street
26 property.

27 14. Following move-in, residents receive two emails from SmartRent. One email
28 contains an access code that can be used to manually operate a front door lock. This access code

1 can be used without the SmartRent App. The other email provides residents information on how
2 to register with the SmartRent App; this email presents a large black button with white text that
3 states, "Complete Account Registration." Once residents click the "Complete Account
4 Registration" button, they are prompted to install the SmartRent App on their personal mobile
5 device. After the application is installed, the resident will be prompted to create their account on
6 the App. Attached as **Exhibit 5** are true and correct images of these onboarding emails.

7 15. SmartRent business records reflect that in total only four (4) units declined
8 installation of smart home devices at any of the properties where unnamed Plaintiff Union
9 members and/or the Resident Plaintiffs resided.

10 16. I have reviewed the current and available historical SmartRent Terms of Service
11 from 2022 to the present, examples of which are attached, and based on that review, as well as
12 based on my knowledge from my role, all versions of the SmartRent Terms of Service contained
13 an arbitration provision requiring users to submit to binding arbitration to settle their disputes.
14 The provisions also required pre-arbitration notice to facilitate informal resolution of disputes.
15 SmartRent did not receive notice of this dispute from any Plaintiff prior to this action.

16 17. Previous versions of the SmartRent Terms of Service contained an arbitration opt-
17 out provision. No residents of properties where Plaintiff Union members reside, nor Plaintiffs
18 Solis, Phua, or Diestel, opted out of arbitration by this process.

19 18. Attached as **Exhibit 6** is a true and correct copy of the current and operative
20 SmartRent Privacy Policy as dated August 30, 2024.

21 19. Attached as **Exhibit 7** is a true and correct copy of the SmartRent Privacy Policy
22 as dated April 11, 2023.

23 20. Attached as **Exhibit 8** is a true and correct copy of the SmartRent Privacy Policy
24 as dated March 26, 2020.

25 21. Attached as **Exhibit 9** is a true and correct copy of the current and operative
26 SmartRent Service Agreement and Terms of Service dated September 15, 2025.

27 22. Attached as **Exhibit 10** is a true and correct copy of the SmartRent Terms of
28 Service as operative January 27, 2022.

EXHIBIT 1



SmartRent

Create a new password

Email

test@user.com

New Password



Confirm Password



You acknowledge you agree to our [Terms](#) and have read our [Privacy Policy](#) including our use of cookies.

Once you finish creating your account, we recommend that you setup 2-Factor Authentication within your profile settings.

Submit



SmartRent

Create a new password

Email

test@res.com

New Password


.....



Confirm Password

.....



You acknowledge you agree to our [Terms](#) and have read our [Privacy Policy](#) including our use of cookies. 

You must accept [Terms and Conditions](#)

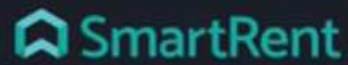
Once you finish creating your account, we recommend that you setup 2-Factor Authentication within your profile settings.

Submit

EXHIBIT 2

12:23

SOS  



Welcome! Let's complete your account set up.

Enter your Zip Code to verify your account

Zip Code

Required

Create a Password

Enter a Password








Required

Re-enter Password



Required

-  Minimum of 8 characters
-  1 special character
-  1 number
-  1 uppercase character
-  1 lowercase character

By checking the box, you agree to our [Terms of Service](#) and acknowledge that you have read our [Privacy Policy](#)

Next



Welcome! Let's complete your account set up.

Enter your Zip Code to verify your account

Required

Email

andrea.houg+home64@smartrent.com

Create a Password

Required

Required

- ! Minimum of 8 characters
- ! 1 special character
- ! 1 number
- ! 1 uppercase character
- ! 1 lowercase character

By checking the box, you agree to our [Terms of Service](#) and acknowledge that

EXHIBIT 3



Welcome! Let's complete your account set up.

Email

[redacted]@mail.com

Create a Password

Enter a Password 

Required

Re-Enter Password 

Required

- Must be 8 or more characters
- Must contain 1 uppercase letter
- Must contain 1 lowercase letter
- Must contain 1 number
- Must contain 1 special character

By checking the box, you agree to our [Terms of Service](#) and acknowledge that you have read our [Privacy Policy](#)

Next



Welcome! Let's complete your account set up.

Email

[redacted]@gmail.com

Create a Password

Enter a Password
..... [close] [toggle visibility]

Required

Re-Enter Password
..... [close] [toggle visibility]

Required

- ✓ Must be 8 or more characters
- ✓ Must contain 1 uppercase letter
- ✓ Must contain 1 lowercase letter
- ✓ Must contain 1 number
- ✓ Must contain 1 special character

By checking the box, you agree to our [Terms of Service](#) and acknowledge that you have read our [Privacy Policy](#)




You must accept the terms of service

Next

EXHIBIT 4

Good Afternoon

 Access Codes ⋮

My Residence 

 Back Door - Lock ⋮

Terms of Service Update

SmartRent's Terms of Service have recently been updated. To continue using the app, review and agree to the updated terms.

Continue

Terms of Service Update



< Terms

Resident & Business

SmartRent[®] Service Agreement and Terms of Service

Last Modified: September 15, 2025.

You must read through the Terms before you can click on "I Agree." By clicking in the checkbox and the "I Agree" button or executing an order, you are agreeing to be bound to these Terms. You will not be permitted to access the Services, Network, or use the Site unless you click "I Agree". If you do not agree, do not click "I Agree."

1. Introduction

SmartRent Technologies, Inc. ("SmartRent," "we," "our," or "us") is pleased to provide you with access to the www.smartrent.com website ("Site"), our WiFi network ("Network"), and the services or Network offered by SmartRent at the single-family house, student rental, apartment and/or apartment complex ("Property") where you visit, park, work, or live (collectively, the "Services"). Except as otherwise specified in this Agreement (as defined below), reference to the Site and/or Services also includes the content, services, and any software that SmartRent provides that allows you to access and use the Site

Cancel

Agree

EXHIBIT 5



Search in mail



Inbox



>> SmartRent

1:00 PM ●

Your SmartRent Access

Your Access Code is Waiting for You Hello Matt, Welcome to Tre...



>> SmartRent

1:00 PM ●

Welcome to SmartRent!

Hello Matt, Welcome to SmartRent Complete Account Registrati...



Compose





Hello Matt,
Welcome to SmartRent



Complete Account Registration

Great news! Your community is using smart technology to create a best-in-class living experience.

Let's get your account set up in the SmartRent Resident App so you can enjoy your new smart community!



Get the App



Register Account



Manage your Smart features!



Reply all

Forward





SmartRent 2:15 PM

to [redacted] v



Your Access Code is Waiting for You

Hello Matt,

Welcome to [redacted] You'll need a PIN code to enter your home.

[Get My Code](#)

This link expires after 30 minutes for security purposes. If you didn't open this email in time, don't worry. The link will give you the option to request a new code.

Sincerely,
The SmartRent Team



Reply all

Forward





Hello, Matt!

You have been given access to unit [REDACTED] at [REDACTED]
[REDACTED] which uses a smart lock. Please use the code
below to open the door:

6 5 3 7 5 2

Unlocking the Door

Follow the easy, step-by-step process below to let yourself in.

If you have any issues accessing the unit, please contact the leasing office.

1 Wake your lock

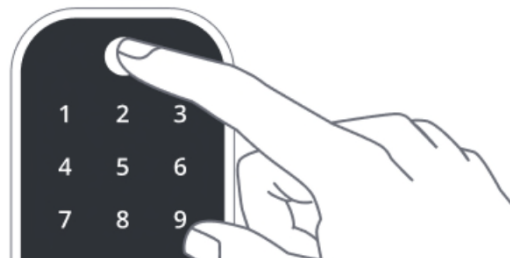


EXHIBIT 6



SmartRent Technologies, Inc. Privacy Policy

Last Updated: August 30, 2024

Introduction and Purpose

SmartRent Technologies, Inc. (“SmartRent” or “we”) is a service that helps you and others (e.g., your landlord, property owner or management company) control and monitor functions within a single family house, student rental, apartment and/or apartment complex (“Property”). This Privacy Policy (“Policy”) applies to Property visitors, users who are landlords or property managers, owners and their service providers (collectively, “Landlords”) and users who are tenants (“Tenants”).

In this Policy, we describe how we collect, use, and disclose personally identifiable information (“PII”) that we obtain from:

- visitors to our marketing website: smartrent.com (together, the “Site”);
- users of our mobile application (the “App”) and the services offered by SmartRent at the Property where you visit, park, work or live (collectively, the “Services”).

As some of our Services or the Site collect more PII and non-PII than others, some of the information in this Policy may not be applicable to you.

If you have any questions about this Policy, please email us at privacy@smartrent.com or call (844) 479-1555. Additional contact information is provided in the Contacting Us section below.

This Policy consists of the following main sections:

[Information We Collect](#)

[How We Use Your PII](#)

[How We Share Information](#)

[Our Use of Cookies and Other Tracking Mechanisms](#)

[Third-Party Links](#)

[Security of Your PII](#)

[Access to Your PII](#)

Choices You Have Regarding Marketing Messages

Retention Period

Special Notice About Children

International Users

Privacy Notice for California Residents

Additional State Privacy Laws

How to Appeal Our Decision

Changes to this Policy

Contacting Us

1. Information We Collect

Personally Identifiable Information. Certain areas and features of our Services or Site require registration. To register, you must provide or verify your full name, email address, password, and phone number. We may collect additional PII from you during registration, such as first name, last name, email address, physical address, and telephone number, information about the applicable property and your lease, however, you are not required to provide us with this information. In some cases, your Landlord will determine what PII to provide to us, so we encourage you to read their privacy policy. Additionally, when you make a purchase through the SmartRent Marketplace, we may collect your full name, email address, billing and mailing addresses and your payment information (which is collected by our third-party payment processor). You may also require support regarding our Services, when you call our call centers, support call recordings may be collected. Furthermore, while using our Services you may request residence support from your Landlord and during your remote assist session with the Landlord, we may collect call and video recordings.

Information that is not PII. This includes, but is not limited to, browser type and version, operating system, referral source, length of visit, page views, demographics, interests, online habits, geographical location, analytical data, temperature settings and leak monitors, security data, motion and broken glass sensors. We may combine this with PII that we have collected about you. Please see the section “Cookies and Other Tracking Mechanisms” below for more information.

Please note that we occasionally use the term “information” to refer to both PII and non-PII.

Additional detail about our PII and non-PII collection practices are described below.

Our Site Collects:

- domain name;
- your browser type, session details, telemetry data operating system, and system details;
- web pages you view; links you click; your IP address;
- the length of time you visit our Site; and
- the referring URL, or the webpage that led you to our Site.
- your device’s location information (you may choose to disable this feature, but there may be a loss of some functionality within the Site).

Our App & Services Collect:

- unique identifiers; session details, system details, telemetry data, device name and model; operating system type, name, and version;
- language information;
- Information from third parties;
- activities and information collected by or within the App and Services, such as turning lights on and off, temperature settings, leak monitoring, photographs, parking, movement throughout the Property, access to public and private areas of the Property, etc.;
- the length of time that you are logged into our App or Services; and
- location information (you may choose to disable this feature, but there may be a loss of some functionality within the App, and you may not be able to use or access some of our Services if you do so).

2. Why We Use Your PII

Providing and Improving our Services: To provide our Services, to communicate with you and others about your use of our Services, to respond to your inquiries, to fulfill your orders, and for other customer service purposes. We monitor and record calls with SmartRent customer support agents for quality, training, and analytics purposes.

Tailoring Content: To tailor the content and information that we may send or display, to offer location customization, and personalized help and instructions, and to otherwise personalize your experiences while using the Site or our Services.

Protecting Rights and Interests: We may use or disclose your PII to protect the safety, property, or security rights, of you, Landlords, SmartRent, the Services, the Site, any third-party, or the general public; to detect, prevent, or otherwise address fraud, security, or technical issues; to prevent or stop activity that SmartRent, in its sole discretion, may consider to be, or pose a risk of being, an illegal, unethical, or legally actionable activity; to use as evidence in litigation; to conduct audits; and to enforce this Policy and our Terms of Service.

Legal Compliance: To comply with applicable legal or regulatory obligations, including as part of a judicial proceeding; to respond to a subpoena, warrant, court order, or other legal process; or as part of an investigation or request, whether formal or informal, from law enforcement or a governmental authority.

Marketing and Communications: We may use your PII to send you news and newsletters, special offers, and promotions, or to otherwise contact you about products or information we think may interest you. We also may use information that we learn about you to assist us in advertising our Services on third-party sites.

Research and Analytics: To better understand how you access and use our Site and Services, both on an aggregated and individualized basis, in order to improve our Site and Services, and respond to your preferences, and for other research and analytical purposes.

3. How We Share Information

At Your Direction. We may disclose your personal information to any third-party with your consent or at your direction.

Affiliates. We may disclose PII we collect from you to our affiliates or subsidiaries; however, if we do so, their use and disclosure of your PII will be subject to this Policy.

Business Partners: We partner with other companies to integrate our Services and Site with theirs and improve the functionality of our Services and the Site. We may share your information with these partners.

Service Providers. We may disclose PII we collect to third-party vendors, service providers, contractors or agents, such as building maintenance staff and other third parties. In addition, in order to facilitate self-guided tours of a Property and to protect against theft or other security incidents, we collect your government-issued ID, as well as a photo that you take of yourself and send to us in connection with any self-guided tour.

Analytics Providers. While providing the Services, we may share PII with analytics providers as described below in Section 4.

Advertising Providers. In the course of using the Site, we may share PII with advertising providers, including social media, as described below in Section 4.

Business Transfers. If we are acquired by or merged with another company, if substantially all of our assets are transferred to another company, or as part of a bankruptcy proceeding, we may transfer the PII to the other company.

Landlord: If you are a Tenant or a guest, we may share information with the Landlord and other third parties to monitor the condition and safety of the apartment and the Property. If you are a guest or prospective Tenant at a Property, we will share your PII with the Landlord in our role as a service provider so that the Landlord can contact you regarding your interest in becoming a Tenant and for the Landlord's other purposes as described in the Landlord's privacy policy, which we encourage you to read.

Roommates: If you have a roommate or roommates, we will share information that you input into the App and Services with them, such as temperature control changes, lock/unlock events and security settings.

In Response to Legal Process. To comply with the law, a judicial proceeding, court order, or other legal process, such as in response to a court order or a subpoena.

To Protect Us and Others. Where we believe it is necessary to investigate, prevent, or take action regarding illegal activities.

To Protect Our Legitimate Business Interests. Where required by law or where we believe it is necessary to protect our legal rights and interests, such as in connection with legal claims, compliance, regulatory, and audit matters.

Aggregate and De-Identified Information. We share aggregated or de-identified information about users with Landlords and others for research or other purposes.

4. Our Use of Cookies and Other Tracking Mechanisms

We and our third-party service providers use cookies and other tracking mechanisms to gather information about your use of our Site or Services. We may combine this information with other information we collect from you (and our third-party service providers may do so on our behalf).

Currently, our systems do not recognize browser “do-not-track” requests. You may, however, disable certain tracking as discussed in this section (e.g., by disabling cookies or limiting tracking on your mobile device); you also may opt-out of targeted advertising by following the instructions in the Third-Party Analytics section.

Cookies. These are identifiers that we transfer to your computer’s hard drive through your web browser. Some cookies allow us to make it easier for you to navigate our Site and Services, while others are used to enable a faster log-in process or to allow us to gather insight analytics about your use of our Site and Service.

Disabling Cookies. Although most web browsers are automatically set up to accept cookies, if you prefer, you can edit your browser options to block them in the future. The Help portion of the toolbar on most browsers will tell you how to prevent your computer from accepting new cookies, how to have the browser notify you when you receive a new cookie, or how to disable cookies altogether. Visitors to our Site who disable cookies will be able to browse certain areas of the Site and Services, but some features may not function.

Other Tracking Mechanisms:

Clear GIFs, pixel tags and other technologies. Clear GIFs are tiny graphics with a unique identifier, similar in function to cookies. In contrast to cookies, which are stored on your computer’s hard drive, clear GIFs are embedded invisibly on web pages. We may use clear GIFs in connection with our Site to, among other things, track the activities of Site visitors, help us manage content, and compile statistics about Site usage. We and our third-party service providers also use clear GIFs in HTML emails to our customers, to help us track email response rates, identify when our emails are viewed, and track whether our emails are forwarded.

Third-Party Analytics. We use automated devices and applications, such as, but not limited to, Google Analytics, to evaluate usage of our Site, our Services, and our App. We also may use other analytic means to evaluate our Services and the Site. We use these tools to help us improve our Services and the Site, performance and user experiences. These entities may use cookies and other tracking technologies to perform their services. For more information, please visit <https://policies.google.com/technologies/partner-sites>. You can opt out of Google’s collection and processing of data generated by your use of the Services and the Site by going to <http://tools.google.com/dlpage/gaoptout>.

5. Third-Party Links

Our Site and Services may contain links to third-party websites. Access to and use of such linked websites is not governed by this Policy, but instead is governed by the privacy policies of those third-party websites. We are not

responsible for the information practices of such third-party websites. We encourage you to read the privacy policies of these services before connecting to them.

6. Security of Your PII

SmartRent uses reasonable physical, electronic, and administrative security measures to protect PII from unauthorized disclosure.

7. Access to Your PII

If you have an account with us, you may modify your PII by logging into your account and updating your profile. Please note that copies of PII that you have updated, modified or deleted in your profile may remain viewable in cached and archived pages of the Site or App. If you wish to modify or delete PII that you provided to us, but do not have an account, please contact us so we can assist you with your request.

8. Choices You Have Regarding Marketing Messages

We may send periodic promotional or informational messages to you. You may opt-out of such communications by following the instructions contained in the message. If you opt-out of receiving messages about recommendations or other information we think may interest you, we may still send you transactional or other emails about your account or any Services you have requested or received from us.

9. Retention Period

We will retain your personal information for as long as needed or permitted in light of the purpose(s) for which it was obtained. The criteria used to determine our retention periods includes: (i) the length of time we have an ongoing relationship with your Landlord for Services; (ii) there is a continued business reason to retain the information; (ii) whether there is a legal obligation to which we are subject; and (iii) whether retention is advisable in light of our legal position (such as in regard to applicable statutes of limitations, litigation, or regulatory investigations).

10. Special Notice About Children

Our Services and Site are not designed for children. If we discover that a child has provided us with PII in violation of applicable law, we will delete such information from our systems.

11. Crossborder Transfer

SmartRent is based in the United States, and regardless of where you use SmartRent's Site or Services, or otherwise provide PII and non-PII, that information may be transferred to and maintained on servers in the United States. For

users of our Services in the European Economic Area (“EEA”) and the United Kingdom, click on the following link: [Privacy Policy, EEA/UK](#).

12. Privacy Notice for California Residents

This California Resident Privacy Policy disclosure (“Disclosure”) is provided pursuant to the California Consumer Privacy Act as amended by the California Privacy Rights Act (collectively, the “CCPA”) and applies only to California residents.

Any terms defined in the CCPA have the same meaning when used in this Disclosure. Terms defined in the Policy maintain the same meaning when used in this Disclosure.

Our Role as a Service Provider Under the CCPA. As part of our Services, we process or maintain PII on behalf of your Landlord in our role as a service provider to the Landlord. When we engage with you on behalf of a Landlord, your PII will be processed pursuant to their privacy policy, not ours. If we receive a privacy question from you about your Landlord’s services, we will redirect your request to the Landlord.

Categories of PII Collected: Below is a summary for the preceding 12 months of the categories of PII that we collected in the course of providing our Services or through the Site.

Category	Examples	Identify if Processed
A. Identifiers	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver’s license number, passport number, or other similar identifiers.	Yes
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e))	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver’s license, or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information.	Yes
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	Yes
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	Yes
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	Yes

Category	Examples	Identify if Processed
F. Internet or similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	Yes
G. Geolocation data.	Physical location or movements.	Yes
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	Yes
I. Professional or employment-related information.	Current or past job history or performance evaluations.	Yes
J. Non-public education information.	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary codes.	No
K. Inferences drawn from other personal information.	Profile a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	Yes

Sales of PII to Third Parties. We do not sell personal information collected through our Services or Site. Information collected through our Site may be shared with third parties through advertising cookies on the Site.

Categories Shared. We may use or disclose PII in the following categories in the course of providing our Services and the Site, and as defined by the CCPA (collectively, the "Business Purpose Disclosures" in the table below).

Category	Category of Third-Party Recipients	
	Business Purpose Disclosures	Sales
A. Identifiers	Yes	No
B. Personal information categories listed in the California Customer Records statute	Yes	No
C. Protected classification characteristics under California or federal law.	No	No
D. Commercial information.	Yes	No
E. Biometric information.	No	No
F. Internet or similar network activity.	Yes	No
G. Geolocation data.	Yes	No
H. Sensory data.	Yes	No

Category	Category of Third-Party Recipients	
	Business Purpose Disclosures	Sales
I. Professional or employment-related information.	Yes	No
J. Non-public education information.	No	No
K. Inferences drawn from other personal information.	No	No

Right to Request Disclosure. You have the right to request, free of charge, that we disclose information about our collection and use of your PII over the past twelve (12) months, including:

- The categories of PII we collect about you;
- What PII we collect, use, or disclose about you;
- The categories of sources of the PII we collect about you;
- Our business or commercial purpose for collecting the PII;
- For each category of PII, the categories of third parties with whom it was disclosed; and
- The specific pieces of PII we collect about you.

Right to Request Access. You have the right to request access to the PII we have collected about you. You may submit your request [here](#).

Right to Request to Delete. To exercise your rights to delete described above, you may submit a request by visiting our California Consumer Rights form, available at smartrent.com/ccpa, or by contacting us through the Contact Us section below.

Right Against Automated Decision-Making. You have the right to opt out of the use of automated decision-making technology in certain scenarios. Automated decision-making technology refers to any system, software, or process that uses personal information to make decisions or facilitate human decision-making, including profiling. We may use automated decision-making technology to: Assess credit worthiness, screening job applicants, personalizing marketing and advertising, enhancing user experience on our platforms.

Right to Request Not to Sell. You have the right to opt-out of the sale of your PII. To exercise this right, you or your authorized representative may submit a request by clicking on the following link: [Do Not Sell or Share My Personal Information](#). Note that we do not “sell” PII, as that term is used in the CCPA.

Right to Opt Out of Certain Processing. Apart from the [Do Not Sell or Share My Personal Information](#) link , you can use the Global Privacy Control (GPC) to signal your preference to opt out of the sale of your PII. You may also communicate your opt out by contacting us through the Contact Us section below.

Data Portability. For data portability requests, we will select a data format that is readily useable and should allow you to transfer the PII to another entity without difficulty.

Submitting CCPA Requests. You can contact us through any of the methods provided in the Contact Us section. Once we receive your request and verify your identity, we will review your request to see if an exception allowing us to retain the information applies. We will delete or de-identify PII not subject to an applicable exception from our records and will direct our service providers to take similar action.

Verification of Requests. Only you, or an individual legally authorized to act on your behalf, may make a request to know, delete, or opt-out related to your PII. To designate an authorized agent, or to make a request on behalf of a consumer for whom you are an authorized agent, please submit verification documentation through our California Consumer Rights form, available at smartrent.com/ccpa. You may only submit a request to know twice within a 12-month period. Your request to know or delete must: (1) Provide sufficient information that allows us to reasonably verify you are the person about whom we collected PII, or that the requestor is your authorized representative; and (2) Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

We may request information from you in order to verify your identity. Additionally, we may require that authorized agents provide proof of their authorization. We cannot respond to your request or provide you with PII if we are unable to verify your identity, your authority to make a request on behalf of another person, or if we cannot confirm that the PII relates to you. In general, we will verify your request and your identity by matching the information you provided with the information we have in our records.

You do not need to create an account with us to submit a request to know or to delete your PII.

We will only use PII provided in the request to verify the requestor's identity or authority to make it.

Please note, if we have received your request in our role as a Service Provider, we will refer your request to the Landlord.

Timing. We will use reasonable efforts to respond to your request within 45 days of receipt. If we require additional time, we will inform you of the reason and the extension period in writing.

Exceptions. We may deny your deletion request if retaining the PII is necessary for us to:

- Complete the transaction for which we collected the PII;
- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities;
- Identify and/or repair errors that impair the functionality of our services;
- Make other lawful uses of the PII that are compatible with the context in which you provided it; and
- Comply with a legal obligation.

Content. Any PII we provide you with will only cover the 12-month period preceding our receipt of your request. Once we receive your request, validate your identity (and unless one of the exceptions above apply) we will disclose to you:

- The categories of PII that we collected about you;

- The categories of sources for the PII that we collected about you;
- Our business purpose for collecting that PII and whether it was sold;
- The categories of third parties with whom we shared the PII;
- If we sold or disclosed your PII for a business purpose, we will provide you with information about those sales and disclosures along with the PII categories that were provided and each recipient's category; and
- The specific pieces of PII that we collected about you (also called a data portability request, as detailed below).

No Charge. We do not charge a fee to process or respond to your PII request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing the request.

No Discrimination. We will not discriminate against any person for exercising their rights under the CCPA.

13. Additional State Privacy Laws

This section applies to residents of Texas, Connecticut, Virginia, Colorado, Oregon, and Utah (collectively, "Additional State Privacy Laws"). If you are a resident of one of these states, clicking on the link will take you to that state's privacy law.

- [Texas Data Privacy and Security Act](#)
- [Connecticut Data Protection Act](#)
- [Virginia Consumer Data Protection Act](#)
- [Colorado Privacy Act](#)
- [Oregon Consumer Privacy Act](#)
- [Utah Consumer Privacy Act](#)

Your Rights

Access Your Data: You can ask us to confirm if we [are using your PII and request access to it](#). To learn more about how we use your PII, please refer to [How We Use Your PII](#) and [How We Share Information](#) sections above.

Copy of Your Data: You can [request](#) a copy of your data in a format that is easy to transfer and use. We do not normally charge for this service, but if you make numerous requests, we may charge a fee.

Correct Your Data: If we have incorrect information about you, [you can ask us to correct it](#).

Delete Your Data: You can request that we [delete any PII](#) we have collected from or about you.

Opt Out: You can choose not to have your PII used for: Targeted advertising, selling your personal data, automated decision-making or profiling that affects you legally or significantly. To opt out of selling your PII, you can click [Do Not Sell or Share My Personal Information](#). You may also contact us through the Contact Us section below.

Right Against Automated Decision-Making. You have the right to opt out of the use of automated decision-making technology in certain scenarios. Automated decision-making technology refers to any system, software, or process that uses PII to make decisions or facilitate human decision-making, including profiling. We may use automated decision-making technology to: Assess credit worthiness, screening job applicants, personalizing marketing and advertising, enhancing user experience on our platforms.

Use an Authorized Agent: You can appoint an authorized agent to make a request on your behalf. If you do so, we reserve the right to verify the agent's identity, their authority, and your identity. To do this, you or your agent need to email us (see Contact Us below) with:

- A copy of a power of attorney, if required by law, or
- Proof of your signed permission, a copy of the agent's ID, and an email from you confirming that you gave the agent permission to make the request.

Please note that for each request we may ask that you verify your identity before processing your request. To learn when we might decline to process your request, please refer to the Exceptions section above.

No Discrimination for Exercising Your Privacy Rights

We will not treat you unfairly if you exercise your privacy rights under Additional State Privacy Laws. This means we will not:

- Deny you goods or services.
- Charge you different prices or rates for goods or services.
- Provide you with a different level or quality of goods or services. However, we may offer you certain financial incentives allowed by the law, which could result in different prices, rates, levels, quality, or selection of goods and services.

14. How to Appeal Our Decision

If we deny your request under the Additional State Privacy Laws, you can appeal our decision by:

- Complete a new request [here](#) with information on your appeal or respond to your original request.
- Calling us toll-free at [\(844\) 479-1555](tel:844-479-1555).
- Emailing us at privacy@smartrent.com
- Write to us:
SmartRent Technologies, Inc.
Fourth Floor

6811 E. Mayo Blvd
Phoenix, AZ 85054

When you appeal, please include your state of residence and any related documents, such as a copy of your request and our response.

15. Changes to this Policy

This Policy is current as of the Effective Date set above. We may change this Policy from time to time, so please be sure to check back periodically. We will post any changes to this Policy on our Site, at www.smartrent.com/privacy.

16. Contact Us

For any other questions or concerns about this Policy you can contact us at privacy@smartrent.com or call us at (844) 479-1555.

Founded in 2017, SmartRent, Inc. (NYSE: SMRT) is a leading provider of smart communities solutions and smart operations solutions to the rental housing industry. SmartRent's end-to-end ecosystem powers smarter living and working in rental housing by automating operations, protecting assets, reducing energy consumption and more. The company's differentiators - purpose-built software and hardware, and end-to-end implementation and support - create an exceptional experience, with 15 of the top 20 multifamily operators and millions of users leveraging SMRT solutions daily.

Corporate

6811 E. Mayo Blvd
Fourth Floor
Phoenix, AZ 85054

Solutions

Access Control

Answer Automation

Hardware

Hubs

Locks & Lockboxes

Audit Management
Inspection Management
Package Management
Parking Management
Resident App and Experience
Self-Guided Tours
Smart Apartments
Work Management

Sensors
Thermostats
Intercoms
Lighting
Readers

Customers

Homebuilders
Multifamily
Single Family Rentals
Student Housing
Support

Company

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[Responsible Disclosure Policy](#)

[Sitemap](#)



SMRT
LISTED
NYSE

 All Systems Operational

EXHIBIT 7



USA EU

SmartRent Technologies, Inc. Privacy Policy

Last Updated: April 11, 2023

Introduction and Purpose

SmartRent Technologies, Inc. (“SmartRent” or “we”) is a service that helps you and others (e.g., your landlord, property owner or management company) control and monitor functions within a single family house, student rental, apartment and/or apartment complex (“Property”). This Privacy Policy (“Policy”) applies to Property visitors, users who are landlords or property managers, owners and their service providers (collectively, “Landlords”) and users who are tenants (“Tenants”).

In this Policy, we describe how we collect, use, and disclose personally identifiable information (“PII”) that we obtain from:

- visitors to our marketing website: smartrent.com (together, the “Site”);
- users of our mobile application (the “App”) and the services offered by SmartRent at the Property where you visit, park, work or live (collectively, the “Services”).

As some of our Services or the Site collect more PII and non-PII than others, some of the information in this Policy may not be applicable to you.

If you have any questions about this Policy, please email us at privacy@smartrent.com or call (844) 479-1555. Additional contact information is provided in the Contacting Us section below.

This Policy consists of the following main sections:

Information We Collect

How We Use Your PII

How We Share Information

Our Use of Cookies and Other Tracking Mechanisms

Third-Party Links

Security of Your PII

Access to Your PII

Choices You Have Regarding Marketing Messages

Retention Period

Special Notice About Children

International Users

Privacy Notice for California Residents

Changes to this Policy

Contacting Us

1. Information We Collect

Personally Identifiable Information. Certain areas and features of our Services or Site require registration. To register, you must provide or verify your full name, email address, password, and phone number. We may collect additional PII from you during registration, such as first name, last name, email address, physical address, and telephone number, information about the applicable property and your lease, however, you are not required to provide us with this information. In some cases, your Landlord will determine what PII to provide to us, so we encourage you to read their privacy policy. Additionally, when you make a purchase through the SmartRent Marketplace, we may collect your full name, email address, billing and mailing addresses and your payment information (which is collected by our third-party payment processor). You may also require support regarding our Services, when you call our call centers, support call recordings may be collected. Furthermore, while using our Services you may request residence support from your Landlord and during your remote assist session with the Landlord, we may collect call and video recordings.

Information that is not PII. This includes, but is not limited to, browser type and version, operating system, referral source, length of visit, page views, demographics, interests, online habits, geographical location, analytical data, temperature settings and leak monitors, security data, motion and broken glass sensors. We may combine this with PII that we have collected about you. Please see the section “Cookies and Other Tracking Mechanisms” below for more information.

Please note that we occasionally use the term “information” to refer to both PII and non-PII.

Additional detail about our PII and non-PII collection practices are described below.

Our Site Collects:

- domain name;
- your browser type, session details, telemetry data operating system, and system details;
- web pages you view; links you click; your IP address;
- the length of time you visit our Site; and
- the referring URL, or the webpage that led you to our Site.
- your device’s location information (you may choose to disable this feature, but there may be a loss of some functionality within the Site).

Our App & Services Collect:

- unique identifiers; session details, system details, telemetry data, device name and model; operating system type, name, and version;
- language information;
- Information from third parties;
- activities and information collected by or within the App and Services, such as turning lights on and off, temperature settings, leak monitoring, photographs, parking, movement throughout the Property, access to public and private areas of the Property, etc.;

- the length of time that you are logged into our App or Services; and
- location information (you may choose to disable this feature, but there may be a loss of some functionality within the App, and you may not be able to use or access some of our Services if you do so).

2. Why We Use Your PII

Providing and Improving our Services: To provide our Services, to communicate with you and others about your use of our Services, to respond to your inquiries, to fulfill your orders, and for other customer service purposes. We monitor and record calls with SmartRent customer support agents for quality, training, and analytics purposes.

Tailoring Content: To tailor the content and information that we may send or display, to offer location customization, and personalized help and instructions, and to otherwise personalize your experiences while using the Site or our Services.

Protecting Rights and Interests: We may use or disclose your PII to protect the safety, property, or security rights, of you, Landlords, SmartRent, the Services, the Site, any third-party, or the general public; to detect, prevent, or otherwise address fraud, security, or technical issues; to prevent or stop activity that SmartRent, in its sole discretion, may consider to be, or pose a risk of being, an illegal, unethical, or legally actionable activity; to use as evidence in litigation; to conduct audits; and to enforce this Policy and our Terms of Service.

Legal Compliance: To comply with applicable legal or regulatory obligations, including as part of a judicial proceeding; to respond to a subpoena, warrant, court order, or other legal process; or as part of an investigation or request, whether formal or informal, from law enforcement or a governmental authority.

Marketing and Communications: We may use your PII to send you news and newsletters, special offers, and promotions, or to otherwise contact you about products or information we think may interest you. We also may use information that we learn about you to assist us in advertising our Services on third-party sites.

Research and Analytics: To better understand how you access and use our Site and Services, both on an aggregated and individualized basis, in order to improve our Site and Services, and respond to your preferences, and for other research and analytical purposes.

3. How We Share Information

At Your Direction. We may disclose your personal information to any third-party with your consent or at your direction.

Affiliates. We may disclose PII we collect from you to our affiliates or subsidiaries; however, if we do so, their use and disclosure of your PII will be subject to this Policy.

Business Partners: We partner with other companies to integrate our Services and Site with theirs and improve the functionality of our Services and the Site. We may share your information with these partners.

Service Providers. We may disclose PII we collect to third-party vendors, service providers, contractors or agents, such as building maintenance staff and other third parties. In addition, in order to facilitate self-guided tours of a Property and to protect against theft or other security incidents, we collect your government-issued ID, as well as a photo that you take of yourself and send to us in connection with any self-guided tour.

Analytics Providers. While providing the Services, we may share PII with analytics providers as described below in Section 4.

Advertising Providers. In the course of using the Site, we may share PII with advertising providers, including social media, as described below in Section 4.

Business Transfers. If we are acquired by or merged with another company, if substantially all of our assets are transferred to another company, or as part of a bankruptcy proceeding, we may transfer the PII to the other company.

Landlord: If you are a Tenant or a guest, we may share information with the Landlord and other third parties to monitor the condition and safety of the apartment and the Property. If you are a guest or prospective Tenant at a Property, we will share your PII with the Landlord in

our role as a service provider so that the Landlord can contact you regarding your interest in becoming a Tenant and for the Landlord's other purposes as described in the Landlord's privacy policy, which we encourage you to read.

Roommates: If you have a roommate or roommates, we will share information that you input into the App and Services with them, such as temperature control changes, lock/unlock events and security settings.

In Response to Legal Process. To comply with the law, a judicial proceeding, court order, or other legal process, such as in response to a court order or a subpoena.

To Protect Us and Others. Where we believe it is necessary to investigate, prevent, or take action regarding illegal activities.

To Protect Our Legitimate Business Interests. Where required by law or where we believe it is necessary to protect our legal rights and interests, such as in connection with legal claims, compliance, regulatory, and audit matters.

Aggregate and De-Identified Information. We share aggregated or de-identified information about users with Landlords and others for research or other purposes.

4. Our Use of Cookies and Other Tracking Mechanisms

We and our third-party service providers use cookies and other tracking mechanisms to gather information about your use of our Site or Services. We may combine this information with other information we collect from you (and our third-party service providers may do so on our behalf).

Currently, our systems do not recognize browser "do-not-track" requests. You may, however, disable certain tracking as discussed in this section (e.g., by disabling cookies or limiting tracking on your mobile device); you also may opt-out of targeted advertising by following the instructions in the Third-Party Analytics section.

Cookies. These are identifiers that we transfer to your computer's hard drive through your web browser. Some cookies allow us to make it easier for you to navigate our Site and Services, while others are used to enable a faster log-in process or to allow us to gather insight analytics about your use of our Site and Service.

Disabling Cookies. Although most web browsers are automatically set up to accept cookies, if you prefer, you can edit your browser options to block them in the future. The Help portion of the toolbar on most browsers will tell you how to prevent your computer from accepting new cookies, how to have the browser notify you when you receive a new cookie, or how to disable cookies altogether. Visitors to our Site who disable cookies will be able to browse certain areas of the Site and Services, but some features may not function.

Other Tracking Mechanisms:

Clear GIFs, pixel tags and other technologies. Clear GIFs are tiny graphics with a unique identifier, similar in function to cookies. In contrast to cookies, which are stored on your computer's hard drive, clear GIFs are embedded invisibly on web pages. We may use clear GIFs in connection with our Site to, among other things, track the activities of Site visitors, help us manage content, and compile statistics about Site usage. We and our third-party service providers also use clear GIFs in HTML emails to our customers, to help us track email response rates, identify when our emails are viewed, and track whether our emails are forwarded.

Third-Party Analytics. We use automated devices and applications, such as, but not limited to, Google Analytics, to evaluate usage of our Site, our Services, and our App. We also may use other analytic means to evaluate our Services and the Site. We use these tools to help us improve our Services and the Site, performance and user experiences. These entities may use cookies and other tracking technologies to perform their services. For more information, please visit

<https://web.archive.org/web/20230413142551/https://policies.google.com/technologies/partner-sites>. You can opt out of Google's collection and processing of data generated by your use of the Services and the Site by going to <https://web.archive.org/web/20230413142551/http://tools.google.com/dlpage/gaoptout>.

5. Third-Party Links

Our Site and Services may contain links to third-party websites. Access to and use of such linked websites is not governed by this Policy, but instead is governed by the privacy policies of those third-party websites. We are not responsible for the information practices of such third-party websites. We encourage you to read the privacy policies of these services before connecting to them.

6. Security of Your PII

SmartRent uses reasonable physical, electronic, and administrative security measures to protect PII from unauthorized disclosure.

7. Access to Your PII

If you have an account with us, you may modify your PII by logging into your account and updating your profile. Please note that copies of PII that you have updated, modified or deleted in your profile may remain viewable in cached and archived pages of the Site or App. If you wish to modify or delete PII that you provided to us, but do not have an account, please contact us so we can assist you with your request.

8. Choices You Have Regarding Marketing Messages

We may send periodic promotional or informational messages to you. You may opt-out of such communications by following the instructions contained in the message. If you opt-out of receiving messages about recommendations or other information we think may interest you, we may still send you transactional or other emails about your account or any Services you have requested or received from us.

9. Retention Period

We will retain your personal information for as long as needed or permitted in light of the purpose(s) for which it was obtained. The criteria used to determine our retention periods includes: (i) the length of time we have an ongoing relationship with your Landlord for Services; (ii) there is a continued business reason to retain the information; (ii) whether there is a legal obligation to which we are subject; and (iii) whether retention is advisable in light of our legal position (such as in regard to applicable statutes of limitations, litigation, or regulatory investigations).

10. Special Notice About Children

Our Services and Site are not designed for children. If we discover that a child has provided us with PII in violation of applicable law, we will delete such information from our systems.

11. Crossborder Transfer

SmartRent is based in the United States, and regardless of where you use SmartRent's Site or Services, or otherwise provide PII and non-PII, that information may be transferred to and maintained on servers in the United States. For users of our Services in the European Economic Area ("EEA") and the United Kingdom, click on the following link: [Privacy Policy, EEA/UK](#).

12. Privacy Notice for California Residents

This California Resident Privacy Policy disclosure ("Disclosure") is provided pursuant to the California Consumer Privacy Act ("CCPA") as amended, and applies only to California residents. Any terms defined in the CCPA have the same meaning when used in this Disclosure. Terms defined in the Policy maintain the same meaning when used in this Disclosure.

Our Role as a Service Provider Under the CCPA. As part of our Services, we process or maintain PII on behalf of your Landlord in our role as a service provider to the Landlord. When we engage with you on behalf of a Landlord, your PII will be processed pursuant to their privacy policy, not ours. If we receive a privacy question from you about your Landlord's services, we will redirect your request to the Landlord.

Categories of PII Collected: Below is a summary for the preceding 12 months of the categories of PII that we collected in the course of providing our Services or through the Site.

Category	Examples	Identify if Processed
A. Identifiers	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	Yes
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e))	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license, or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information.	Yes
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	Yes
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	Yes
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	Yes

Category	Examples	Identify if Processed
F. Internet or similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	Yes
G. Geolocation data.	Physical location or movements.	Yes
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	Yes
I. Professional or employment-related information.	Current or past job history or performance evaluations.	Yes
J. Non-public education information.	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary codes.	No
K. Inferences drawn from other personal information.	Profile a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	Yes

Sales of PII to Third Parties. We do not sell personal information collected through our Services or Site. Information collected through our Site may be shared with third parties through advertising cookies on the Site.

Categories Shared. We may use or disclose PII in the following categories in the course of providing our Services and the Site, and as defined by the CCPA (collectively, the "Business Purpose Disclosures" in the table below).

Category	Category of Third-Party Recipients	
	Business Purpose Disclosures	Sales
A. Identifiers	Yes	No
B. Personal information categories listed in the California Customer Records statute	Yes	No
C. Protected classification characteristics under California or federal law.	No	No
D. Commercial information.	Yes	No
E. Biometric information.	No	No
F. Internet or similar network activity.	Yes	No
G. Geolocation data.	Yes	No
H. Sensory data.	Yes	No
I. Professional or employment-related information.	No	No
J. Non-public education information.	No	No
K. Inferences drawn from other personal information.	No	No

Right to Request Disclosure. You have the right to request, free of charge, that we disclose information about our collection and use of your PII over the past twelve (12) months, including:

- The categories of PII we collect about you;
- What PII we collect, use, or disclose about you;
- The categories of sources of the PII we collect about you;

- Our business or commercial purpose for collecting the PII;
- For each category of PII, the categories of third parties with whom it was disclosed; and
- The specific pieces of PII we collect about you.

For more information on how to request information about our collection, use, and disclosure of your PII, please see the **Submitting CCPA Requests** section below.

Submitting CCPA Requests. Once we receive your request and verify your identity, we will review your request to see if an exception allowing us to retain the information applies. We will delete or de-identify PII not subject to an applicable exception from our records and will direct our service providers to take similar action.

Requests to Know or Delete. To exercise your rights to know or delete described above, you may submit a request by visiting our California Consumer Rights form, available at smartrent.com/ccpa, or by contacting us through the **Contact Us** section below.

Verification of Requests. Only you, or an individual legally authorized to act on your behalf, may make a request to know, delete, or opt-out related to your PII. To designate an authorized agent, or to make a request on behalf of a consumer for whom you are an authorized agent, please submit verification documentation through our California Consumer Rights form, available at smartrent.com/ccpa.

You may only submit a request to know twice within a 12-month period. Your request to know or delete must: (1) Provide sufficient information that allows us to reasonably verify you are the person about whom we collected PII, or that the requestor is your authorized representative; and (2) Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

We may request information from you in order to verify your identity. Additionally, we may require that authorized agents provide proof of their authorization. We cannot respond to your request or provide you with PII if we are unable to verify your identity, your authority to make a request on behalf of another person, or if we cannot confirm that the PII relates to you. In general, we will verify your request and your identity by matching the information you provided with the information we have in our records.

You do not need to create an account with us to submit a request to know or to delete your PII.

We will only use PII provided in the request to verify the requestor's identity or authority to make it.

Please note, if we have received your request in our role as a Service Provider, we will refer your request to the Landlord.

Timing. We will use reasonable efforts to respond to your request within 45 days of receipt. If we require additional time, we will inform you of the reason and the extension period in writing.

Exceptions. We may deny your deletion request if retaining the PII is necessary for us to:

- Complete the transaction for which we collected the PII;
- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities;
- Identify and/or repair errors that impair the functionality of our services;
- Make other lawful uses of the PII that are compatible with the context in which you provided it; and
- Comply with a legal obligation.

Content. Any PII we provide you with will only cover the 12-month period preceding our receipt of your request. Once we receive your request, validate your identity (and unless one of the exceptions above apply) we will disclose to you:

- The categories of PII that we collected about you;
- The categories of sources for the PII that we collected about you;
- Our business purpose for collecting that PII and whether it was sold;
- The categories of third parties with whom we shared the PII;
- If we sold or disclosed your PII for a business purpose, we will provide you with information about those sales and disclosures along with the PII categories that were

provided and each recipients category; and

- The specific pieces of PII that we collected about you (also called a data portability request, as detailed below).

Data Portability For data portability requests, we will select a data format that is readily useable and should allow you to transfer the PII to another entity without difficulty.

No Charge. We do not charge a fee to process or respond to your PII request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing the request.

No Discrimination. We will not discriminate against any person for exercising their rights under the CCPA.

Right to Opt Out of Sharing, Disclosure, or Sale of Personal Information. You have the right to direct us to not share, disclose, or sell your personal information collected through the Site. To exercise this right, you or your authorized representative may submit a request by clicking on the following link: [Do Not Sell or Share My Personal Information](#)

13. Changes to this Policy

This Policy is current as of the Effective Date set above. We may change this Policy from time to time, so please be sure to check back periodically. We will post any changes to this Policy on our Site, at www.smartrent.com/privacy.

14. Contacting Us

If you have questions about the privacy aspects of our Services or would like to make a complaint, please contact us at privacy@smartrent.com call (844) 479-1555 or write to us at:

SmartRent Technologies, Inc.
Suite 200

8665 E. Hartford Drive
Scottsdale, AZ 85255



SmartRent is an enterprise smart home automation company developing software and hardware that empowers property owners, managers and homebuilders to effectively manage, protect and automate daily operational processes utilizing our proprietary Alloy Automation.

Corporate

8665 E. Hartford Drive
Scottsdale, AZ 85255
Suite 200

1 (833) 767-8736

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- Asset Protection
- Connected Communities
- Community WiFi
- Integrations and Partnerships
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- Self-Guided Tours

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All Systems Operational

EXHIBIT 8



Privacy Policy

Effective March 26, 2020

SmartRent Technologies, Inc. (“SmartRent”) is a service that helps you and others (e.g., your landlord, property owner or management company) control and monitor functions within an apartment and/or apartment complex (“Property”). SmartRent values your privacy and makes every effort to be transparent about how it processes your information and to whom it may be shared. This Privacy Policy (“Policy”) applies to Property visitors, users who are landlords or property managers, owners and their service providers (“Landlords”) and users who are tenants (“Tenants”). Whether you are an individual renter, Tenant or Landlord, SmartRent provide the Services you want with the privacy you expect.

In this Privacy Policy (“Policy”), we describe how we collect, use, and disclose personal information that we obtain from visitors to our websites smartrent.com and control.smartrent.com (together, the “Site”), users of our mobile application (the “App”) and the services available through our Site and at the Property where you visit, park or live (collectively, the “Services”), and how we use and disclose that personal information to support the Services

By visiting the Site, using or downloading the App, or using any of our Services, you agree that your personal information will be handled as described in this Policy. Your use of our Site or Services, and any dispute over privacy, is subject to this Policy and our Terms of Service, including applicable limitations on damages and the resolution of disputes. SmartRent’s Terms of Service are incorporated by reference into this Policy.

We collect personal information about you directly from you and from third parties, as well as automatically through your use of our Site or Services.

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Information We Collect Directly From You. Certain areas and features of our Services require registration. To register, you must provide or verify your full name, email address, password, and phone number. We may collect additional information from you during registration, however, you are not required to provide us with this information.

Information We Collect Automatically. We may automatically collect information about your use of our Site or Services through cookies, web beacons, and other technologies, including technologies designed for mobile apps. We may combine this information with other information that we have collected about you, including, where applicable, your user name, name, and other personal information. Please see the section “Cookies and Other Tracking Mechanisms” below for more information.

Site:

- domain name;
- your browser type and operating system;
- web pages you view; links you click; your IP address;
- the length of time you visit our Site and/or use our Services; and
- the referring URL, or the webpage that led you to our Site.
- your device’s location information. With your consent, we will collect location information. We use this information for the purposes described in this Policy, to ensure our Site and Service work and are displayed properly, for security purposes, to send you notifications and for the uses described below or at the time of collection.

App & Services:

- mobile device & AD IDs; device name and model; operating system type, name, and version;
- language information;
- activities and information collected by or within the App and Services, such as turning lights on and off, temperature settings, leak monitoring, photographs, CCTV, parking, movement throughout the Property, access to public and private areas of the Property, etc.

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feature, but there may be a loss of some functionality within the App and you may not be able to use or access some of our Services if you do so.

2. How We Use Your Personal Information

- **Providing and Improving our Services:** To provide our Services, to communicate with you and others about your use of our Services, to respond to your inquiries, to fulfill your orders, and for other customer service purposes.
- **Tailoring Content:** To tailor the content and information that we may send or display, to offer location customization, and personalized help and instructions, and to otherwise personalize your experiences while using the Site or our Services.
- **Marketing and Communications:** For marketing and promotional purposes. Once you have registered and subject to your permission, we may use your information, such as your mobile phone number, our App, or your email address, to send you news and newsletters, special offers, and promotions, or to otherwise contact you about products or information we think may interest you. We also may use the information that we learn about you to assist us in advertising our Services on third party sites.
- **Research and Analytics: To better understand how you access and use our Site and Services, both on an aggregated and individualized basis, in order to improve our Site and Services and respond to your desires and preferences, and for other research and analytical purposes.**
- **Protecting Rights and Interests:** We may use or disclose your personal information to protect the safety, property, or security rights, of you, Landlords, SmartRent, the Services, any third party, or the general public; to detect, prevent, or otherwise address fraud, security, or technical issues; to prevent or stop activity that SmartRent, in its sole discretion, may consider to be, or pose a risk of being, an illegal, unethical, or legally actionable activity; to use as evidence in litigation; to conduct audits; and to enforce this Policy and our Terms of Service.
- **Legal Compliance:** To comply with applicable legal or regulatory obligations, including as part of a judicial proceeding; to respond to a subpoena, warrant, court order, or other legal process; or as part of an investigation or request, whether formal or informal, from law enforcement or a governmental authority.

3. How We Share Your Personal Information

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- **Affiliates.** We may disclose the information we collect from you to our affiliates or subsidiaries; however, if we do so, their use and disclosure of your personally identifiable information will be subject to this Policy.
- **Business Partners:** We partner with other companies to integrate our Services with theirs, and improve the functionality of our Services. We may share your information with these partners.
- **Service Providers.** We may disclose the information we collect from you to third party vendors, service providers, contractors or agents, such as building maintenance staff, Landlords, Tenants, and other third parties. In addition, in order to facilitate self-guided tours of a Property and to protect against theft or other security incidents, we collect your government-issued ID, as well as a photo that you take of yourself and send to us in connection with any self-guided tour. We transmit the photo from your ID and the photo you take of yourself to our vendor, which compares the information from both photographs to verify your identity and provides us with a conclusion based on that comparison. Our vendor may collect and store biometric identifiers in order to provide us with this service. We do not receive or store any biometric identifiers generated by our vendor, and we do not disclose any biometric identifiers generated by our vendor with any other entity. We instruct our vendors not to store any biometric identifiers collected for longer than necessary, and in no case longer than 3 years.
- **Advertising & Analytics Providers.** We share your personal information with advertising and analytics providers as described below.
- **Business Transfers.** If we are acquired by or merged with another company, if substantially all of our assets are transferred to another company, or as part of a bankruptcy proceeding, we may transfer the information we have collected from you to the other company.
- **Landlord:** If you are a Tenant or a guest, we may share information with the Landlord and other third parties to monitor the condition and safety of the apartment and the Property. Examples of this information include temperature settings and leak monitors, security and other cameras, access controls, motion sensors, or broken glass sensors. If you are a guest or prospective Tenant at a Property, we will share your information with the Landlord so that the Landlord can contact you regarding your interest in becoming a Tenant and for the Landlord's other internal business purposes.
- **Roommates:** If you have a roommate or roommates, we will share information that you input into the App and Services with them, such as temperature control changes, lock/unlock events and security settings.

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- **To Protect Us and Others.** We also may disclose the information we collect from you where we believe it is necessary to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the safety of any person or the Property, violations of our Terms of Service or this Policy, or as evidence in litigation in which Company is involved.
- **Aggregate and De-Identified Information.** We may share aggregated or de-identified information about users with Landlords and others for research or other purposes.

4. Our Use of Cookies and Other Tracking Mechanisms

We and our third-party service providers use cookies and other tracking mechanisms to track information about your use of our Site or Services. We may combine this information with other personal information we collect from you (and our third-party service providers may do so on our behalf).

Currently, our systems do not recognize browser “do-not-track” requests. You may, however, disable certain tracking as discussed in this section (e.g., by disabling cookies or limiting tracking on your mobile device); you also may opt-out of targeted advertising by following the instructions in the Third-Party Ad Network section.

Cookies are alphanumeric identifiers that we transfer to your computer’s hard drive through your web browser. Some cookies allow us to make it easier for you to navigate our Site and Services, while others are used to enable a faster log-in process or to allow us to track your activities at our Site and Service. There are two types of cookies: session and persistent cookies.

- **Session Cookies.** Session cookies exist only during an online session. They disappear from your computer when you close your browser or turn off your computer. We use session cookies to allow our systems to uniquely identify you during a session or while you are logged into the Site. This allows us to process your online transactions and requests and verify your identity, after you have logged in, as you move through our Site.
- **Persistent Cookies.** Persistent cookies remain on your computer after you have closed your browser or turned off your computer. We use persistent cookies to track aggregate and statistical information about user activity, and to display advertising both on our Site and on

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- **Disabling Cookies.** Most web browsers automatically accept cookies, but if you prefer, you can edit your browser options to block them in the future. The Help portion of the toolbar on most browsers will tell you how to prevent your computer from accepting new cookies, how to have the browser notify you when you receive a new cookie, or how to disable cookies altogether. Visitors to our Site who disable cookies will be able to browse certain areas of the Site, but some features may not function.
- **Clear GIFs, pixel tags and other technologies.** Clear GIFs are tiny graphics with a unique identifier, similar in function to cookies. In contrast to cookies, which are stored on your computer's hard drive, clear GIFs are embedded invisibly on web pages. We may use clear GIFs (a.k.a. web beacons, web bugs or pixel tags), in connection with our Site to, among other things, track the activities of Site visitors, help us manage content, and compile statistics about Site usage. We and our third-party service providers also use clear GIFs in HTML emails to our customers, to help us track email response rates, identify when our emails are viewed, and track whether our emails are forwarded.
- **Third Party Analytics.** We use automated devices and applications, such as, but not limited to, Google Analytics, to evaluate usage of our Site and, to the extent permitted, our App. We also may use other analytic means to evaluate our Services. We use these tools to help us improve our Services, performance and user experiences. These entities may use cookies and other tracking technologies to perform their services. For more information, please visit <https://web.archive.org/web/20220406042338/https://policies.google.com/technologies/partner-sites> You can opt out of Google's collection and processing of data generated by your use of the Services by going to <https://web.archive.org/web/20220406042338/http://tools.google.com/dlpage/gaoptout>.
- **Cookies and Interest Based Advertising Choices.** As noted above, you may stop or restrict the placement of cookies on your computer or remove them from your browser by adjusting your web browser preferences. Please note that cookie-based opt-outs are not effective on mobile applications. However, on many mobile devices, application users may limit ad tracking of certain mobile ads via their device settings. You may also control interest-based advertising on apps on your mobile device in certain jurisdictions with the AppChoices app. The online advertising industry also provides websites from which you may opt out of receiving targeted ads from our data partners and our other advertising partners that participate in self-regulatory programs. You can access these and learn about targeted advertising and consumer choice and privacy at www.aboutads.info/choices/, youradchoices.ca/choices/ and www.networkadvertising.org/managing/opt_out.asp.

To be clear, these cookie-based opt-outs must be performed on each device and browser that you wish to have opted-out. You must separately opt out in each browser on each device.

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over time and across websites. These advertisements provide a mechanism to opt out of the advertising partners' use of this information for interest-based advertising purposes.

5. Third-Party Links

Our Site and Services may contain links to third-party websites. Any access to and use of such linked websites is not governed by this Policy, but instead is governed by the privacy policies of those third-party websites. We are not responsible for the information practices of such third-party websites.

6. Security of My Personal Information

We have implemented commercially reasonable precautions to protect the information we collect from loss, misuse, and unauthorized access, disclosure, alteration, and destruction. Please be aware that despite our efforts, no data security measures can guarantee 100 percent security.

You should take steps to protect against unauthorized access to your password, phone, and computer by, among other things, signing off after using a shared computer, choosing a robust password that nobody else knows or can easily guess, and keeping your log-in and password private. We are not responsible for any lost, stolen or compromised passwords or for any activity on your account via unauthorized password activity.

7. Access to My Personal Information

You may modify personal information that you have submitted by logging into your account and updating your profile information. Please note that copies of information that you have updated, modified or deleted may remain viewable in cached and archived pages of the Site or App.

8. What Choices Do I Have Regarding Marketing Messages?

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messages about recommendations or other information we think may interest you, we may still send you transactional or other emails about your account or any Services you have requested or received from us.

9. Children Under 13

Our Services are not designed for children under 13. If we discover that a child under 13 has provided us with personal information, we will delete such information from our systems.

10. Privacy Notice for California Residents

As required by the California Consumer Privacy Act (CCPA), the below discloses the categories of personal information about California consumers that we collect, process and disclose to provide the Services to you. SmartRent does not “sell” your personal information to third parties, who have no relationship with you.

Service Provider Relationships. Where we receive personal information on behalf of your property owner, manager or landlord, we may disclose your information to them in order for us to provide the Services. When we engage with you on behalf of a Landlord or Property Manager, your personal information will be processed pursuant to their privacy policy-- not ours. If we receive a privacy question from you about your Landlord’s services, we will redirect your request to the Landlord.

When you use our services SmartRent collects following categories of personal information about you or from you:

- Identifiers, such as name, email address, online and unique identifiers, Internet Protocol address.
- Customer Information, such as name, address, telephone number, payment card number (collected by our payment processor if you make a purchase).
- Commercial Information, such as products or services purchased, obtained, or considered.
- Internet or other electronic network activity information, including browsing history, search

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- Geolocation Data
- Audio, Visual and other Electronic Data
- Profiles and Inferences

Categories of PI	Do We Disclose for a Business Purpose?	Do We Sell?	Categories of Third Parties to Whom Information is Sold or Disclosed
Identifiers	YES	NO	<ul style="list-style-type: none"> • service providers • advisors and agents • government entities and law enforcement • affiliates and subsidiaries • advertising networks • data analytics providers • social networks • internet service providers • operating systems and platforms • data brokers • business customer/client
Customer Records	YES	NO	<ul style="list-style-type: none"> • service providers • advisors and agents • government entities and law enforcement • affiliates and subsidiaries • advertising networks • data analytics providers

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Categories of PI	Do We Disclose for a Business Purpose?	Do We Sell?	Categories of Third Parties to Whom Information is Sold or Disclosed
Commercial Information	YES	NO	<ul style="list-style-type: none"> • operating systems and platforms • business customer/client • service providers • advisors and agents • government entities and law enforcement • affiliates and subsidiaries • advertising networks • data analytics providers • social networks • internet service providers • operating systems and platforms • business customer/client

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Categories of PI	Do We Disclose for a Business Purpose?	Do We Sell?	Categories of Third Parties to Whom Information is Sold or Disclosed
Usage Data	YES	NO	<ul style="list-style-type: none"> • service providers • advisors and agents • government entities and law enforcement • affiliates and subsidiaries • advertising networks • data analytics providers • social networks • internet service providers • operating systems and platforms • business customer/client
Geolocation Data	YES	NO	<ul style="list-style-type: none"> • service providers • advisors and agents • government entities and law enforcement • affiliates and subsidiaries • advertising networks • data analytics providers • social networks • internet service providers • operating systems and platforms • business customer/client

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Categories of PI	Do We Disclose for a Business Purpose?	Do We Sell?	Categories of Third Parties to Whom Information is Sold or Disclosed
Inferences	YES	NO	<ul style="list-style-type: none"> • government entities and law enforcement • affiliates and subsidiaries • data analytics providers • internet service providers • operating systems and platforms • business customer/client <ul style="list-style-type: none"> • service providers • advisors and agents • government entities and law enforcement • affiliates and subsidiaries • advertising networks • data analytics providers • social networks • internet service providers • operating systems and platforms • business customer/client

We receive your personal information from you, either when you provide it directly or when you use our Services. Please see above for information on the purposes for which we collect your personal information.

Please see “How We Share Your Personal Information” above for information on the categories of third parties with which we share your personal information.

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California law grants consumers certain rights and imposes restrictions on particular business practices as set forth below.

Requests for Copy, Right to Know, and Deletion of Personal Information. California consumers have the right to make the following requests from businesses up to twice every 12 months:

- The right to request a copy of the specific pieces of personal information that a business has collected about you in the prior 12 months.
- The right to request details about the categories of personal information a business collected, the categories of sources, the business or commercial purposes for collecting personal information, and the categories of third parties with which the business shares personal information.
- The right to request deletion of their personal information that a business has collected about you, subject to certain exemptions (for example, where the information is used by us to detect security incidents, debugging or to comply with a legal obligation).

Submitting Requests. You or your authorized agent can submit a copy, deletion and right-to-know request online at our California Consumer Rights Page, smartrent.com/ccpa. Account holders who log in may also submit verified requests in some cases. In general, we will verify your request and your identity with the information provided so that we may match it to information that we maintain about you and/or through a third-party identity verification service. Authorized agents will be required to submit additional verification that they are in fact authorized by you to make a deletion request or request for disclosure of information. In order to verify your request and protect your privacy, we may need you to supply additional information. Please note, if we have receive your request in our role as a Service Provider, we will refer your request to the Business we support.

Incentives and Discrimination. The CCPA prohibits discrimination against California consumers for exercising their rights under the CCPA, unless the different prices, rates, or quality of goods or services is reasonably related to the value of the consumer's data. We will not discriminate against you if you exercise your CCPA rights.

If you have questions about the privacy aspects of our Services or would like to make a complaint, please contact us at privacy@smartrent.com or (844) 479-1555.

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This website uses the analytics services of Jess in order to help us better understand how our users interact with our business. These services enable us to understand your user experience and the results of our efforts to connect with you. For example, we can use this information to offer goods or services to users who have expressed an interest in related goods or services. Jess analyzes data collected from user behavior, such as how often users visit our website, which content they view, the browser and other technology they use to view our website, the user's geographic location, and other information we may be able to collect using our current technology. Jess collects hardware and software identifiers (such as cookies, Internet protocol (IP) addresses, and device information), as well as information about other communications between our users and our business. We have access to certain personally-identifiable information provided to us by Jess. View Jess's current privacy policy [here](#).



SmartRent is an enterprise smart home automation company developing software and hardware that empowers property owners, managers and homebuilders to effectively manage, protect and automate daily operational processes.

Corporate

8665 E. Hartford Drive
Scottsdale, AZ 85255
Suite 200

(844) 479-1555

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EXHIBIT 9



Resident & Business

SmartRent® Service Agreement and Terms of Service

Last Modified: September 15, 2025.

You must read through the Terms before you can click on “I Agree.” By clicking in the checkbox and the “I Agree” button or executing an order, you are agreeing to be bound to these Terms. You will not be permitted to access the Services, Network, or use the Site unless you click “I Agree”. If you do not agree, do not click “I Agree.”

1. Introduction

SmartRent Technologies, Inc. (“SmartRent,” “we,” “our,” or “us”) is pleased to provide you with access to the www.smartrent.com website (“Site”), our WiFi network (“Network”), and the services or Network offered by SmartRent at the single-family house, student rental, apartment and/or apartment complex (“Property”) where you visit, park, work, or live (collectively, the “Services”). Except as otherwise specified in this Agreement (as defined below), reference to the Site and/or Services also includes the content, services, and any software that SmartRent provides that allows you to access and use the Site and/or Services from a Mobile Device (“Mobile Device”).

SmartRent does not guarantee up-time or specific rates of speed for the Services. SmartRent has no control over information obtained through the Services and cannot be held responsible for its content or accuracy. We do not guarantee the Site and/or Services will be available at all times or the quality of its performance. You agree that you assume all risk associated with your use of the Site and/or Services.

This SmartRent Services Agreement and Terms of Service (“Agreement”) is a legal document and is binding on the parties, and your use of the Network is conditioned upon your acceptance and agreement to the terms herein. Please read it carefully to make sure you understand the obligations that it creates. The Agreement governs your access to and use of the Network, Services, and the Site, and the contents therein.

SmartRent reserves the right to amend, alter, or modify the Agreement at any time without advance notice of such changes. In the event we make material changes to this Agreement, we will provide you with notice, addressed to the email address you provided. It is your sole responsibility to ensure that the email address provided is active and can receive emails from us, and SmartRent will not be liable for your failure to receive notices sent to a properly addressed email.

By using the Site and/or Services, you agree to be bound by the terms of this Agreement on behalf of yourself and all members of your household, staff, employees, and others who use the Services under your account. If you do not accept the terms of this Agreement, you may not use the Services.

2. Assumption of Risk

You are responsible for ensuring that all devices or equipment you use to connect to the Network are running up-to-date anti-virus software. You acknowledge you are aware that your failure to maintain proper safeguards on any device or equipment connected to the Internet through the Network, which may expose it to worms, viruses, Trojan horses, denial-of-service attacks, intrusions, packet-sniffing, and other abuses by third parties.

You understand that wireless Internet access is inherently not secure, and you should adopt appropriate security measures when using the Network. You are solely responsible for the security of your equipment that you use to access and use the Network.

3. Purchases and Payment

3.1. Payment for Network Connectivity

This section is only applicable if you are required to pay for access to the Network pursuant to a separate agreement with SmartRent or your Landlord.

3.1.1. Payment to Landlord

If payment is collected by your Landlord, then in consideration for providing access to the Network, you agree to pay your Landlord the amount due for the Network Connectivity service you elected, and further agree to abide by the payment schedule and terms established with your Landlord. Network service termination will be processed in accordance with the terms established with your Landlord.

3.1.2. Payment to SmartRent

If payment is collected by SmartRent, then in consideration for providing access to the Network, you hereby agree to pay SmartRent monthly the amount due for the Network Connectivity service you selected in accordance with the SmartRent Network Connectivity Payment Terms found [here](#). Those SmartRent Network Connectivity Payment Terms will remain in effect until your subscription to the Network expires or otherwise terminates.

3.2. Payment for Product Purchases

If applicable, you agree to pay all fees or charges to your account for any product purchases you make through the Services. SmartRent will charge your payment method when your item ships. If you do not pay on time or if we cannot charge your credit card, PayPal, or other payment method for any reason, we reserve the right to either suspend or terminate your access to the Service.

You expressly agree and permit SmartRent to bill you for the applicable fees, any applicable tax, and any other charges you may incur in connection with purchases made through the Service, and the fees will be billed to your account. If you have a balance due on any account, you agree that SmartRent may charge such unpaid fees to your credit card or otherwise bill you for such unpaid fees. Refunds for any purchased items through the Services will be in accordance with such purchased items' product warranties provided by the manufacturer of such product.

4. Network Registration Responsibilities

As part of completing your registration for access to the Network, you must establish an identity with your email address by selecting a password. You are solely responsible for maintaining the confidentiality of your username and password. You agree to take all reasonable measures necessary to ensure that your username and password is not used by another person. You agree that you are solely responsible for the use of your computer, devices, password, name, or username in connection with the Network by anyone other than yourself, and for ensuring that any such person does so in accordance with this Agreement.

5. Equipment for Network Access

To use the Network, you must meet the minimum computer, device, in-home network, and system requirements as identified by SmartRent [here](#).

Computer Equipment: The minimum equipment configuration standards may change from time to time and SmartRent is not responsible for supporting any equipment. If you are using equipment such as modems, gateways, routers, or wireless cards provided to you by SmartRent, you acknowledge that such equipment may require updates and/or changes from time to time and that you may be required to perform such updates and/or changes, as instructed by us. Notwithstanding the foregoing, you hereby authorize SmartRent to perform updates and/or changes to such equipment, on-site or remotely from time to time as we deem necessary.

Software: SmartRent does not support third party software or firmware. Any and all software and firmware provided by SmartRent for Network access is the property of SmartRent and/or its licensors. SmartRent hereby grants you a nonexclusive, nontransferable license to install and use on your equipment the software for use solely in connection with the use of the Network. Upon any termination of your access to the Network, this license will terminate.

No Technical Assistance: SmartRent does not provide technical assistance for the equipment or any software, including but not limited to gaming systems. Any questions concerning the equipment or software should be directed to the manufacturer of that product. Unless you have entered into an equipment service agreement with SmartRent, SmartRent is not responsible for the operation or support, maintenance, or repair of any equipment, software, or services that you use in connection with accessing the Network.

6. Monitoring and Enforcement of Access

SmartRent, in its sole discretion, will determine whether your use of the Network, Services and/or the Site is in compliance with the Agreement. To determine such compliance, SmartRent may take actions, including but not limited to:

- Monitor your use of the Services and the Site for any purpose in our sole discretion and as SmartRent sees fit.
- Take any action SmartRent deems necessary if we believe your conduct on the Services or the Site violates the Agreement and/or could create liability for SmartRent.
- Disclose your identity or other information about you to any third party who claims that material you posted on the Site or Services violates their rights, including without limitation, their intellectual property rights or their right to privacy.
- Take legal action, including without limitation, referral to law enforcement, for any illegal use of the Services or the Site.
- Terminate or suspend your access to all or part of the Services and/or the Site for any or no reason, including without limitation, any violation of this Agreement.

7. Prohibited Uses

As an express condition to your use of the Network, Services, or the Site, you understand, acknowledge, and agree that you will not:

- Send, knowingly receive, upload, download, use, or re-use any material which violates the rights of any individual or entity or is illegal.
- Use it for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way, including without limitation, by exposing them to illegal or inappropriate content, asking for personally identifiable information, or otherwise.
- Transmit, or procure the sending of, any advertising or promotional material, including without limitation, any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- Impersonate or attempt to impersonate any person or entity.
- Engage in conduct that restricts or inhibits anyone’s use or enjoyment of the Services or the Site, or which, as determined by us, may harm SmartRent or users of the Services or the Site or expose them to liability.
- Use it in any way that violates any applicable federal, state, local, or international law or regulation (including without limitation, any laws regarding the export of data or software to and from the US or other countries).
- Use it in any manner that could disable, overburden, damage, or impair the Services or the Site or interfere with any other party's use of the Services or the Site, including without limitation, their ability to engage in real time activities through the Services and the Site.
- Use an automated device, process or means, including but not limited to a bot or worm, that can access Services or Site resources, for the purpose of monitoring or copying any Network traffic, Services activity, or Site activity.
- Use any manual process to monitor or copy any Network traffic or resources available on the Network or for any other unauthorized purpose without our prior written consent.
- Interfere with the proper working of the Services or the Site.
- Introduce malware such as viruses, trojan horses, worms, logic bombs, or other software or material which is malicious or can be technologically harmful to the proper operation of the Services or the Site.
- Gain unauthorized access to, interfere with, damage, or disrupt any part of the Services, the Site, or any server, computer, database, or other resource or element connected to the Services or the Site.

- Violate, attempt to violate, or knowingly facilitate the violation of the security or integrity of the Services or the Site.
- Connect to “Peer to Peer” file sharing networks or download large files, such as CD ISO images.
- Access another person's computer, computer account, files, or data without permission.
- Attempt to circumvent or subvert system or network security measures.
- Create or run programs that are designed to identify security loopholes, to decrypt intentionally secured data, or to gain unauthorized access to any system.
- Use any means to decode or otherwise obtain restricted passwords or access control information.
- To otherwise attempt to interfere with the proper working of the Services or the Site.

This list is illustrative and shall not be deemed exhaustive of our rights.

In the event of a violation of these Prohibited Uses, SmartRent reserves the right to: (a) terminate access to your account, your ability to post to the Site (or use the Services); and (b) refuse, delete, or remove any Submissions, with or without cause and with or without notice, for any reason or no reason, or for any action that SmartRent determines is inappropriate or disruptive to the Site or the Services, or to any other user of the Site and/or Services. SmartRent may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at our discretion, SmartRent will cooperate with law enforcement agencies in any investigation of alleged illegal activity on this Services and Site or on the Internet.

8. Content Standards

As an express condition to your use of the Network, Services, or the Site, you understand, acknowledge, and agree that you will not use the Network, Services, or the Site to send, knowingly receive, upload, download, use, or re-use any content which:

- Contains any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promotes sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringes any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violates the legal rights (including without limitation the rights of publicity and privacy) of others or contains any material that could give rise to any civil or criminal liability under applicable laws or regulations.
- Is intended to or is reasonably likely to deceive any person.
- Promotes any illegal activity, or advocates, promotes, or assists any unlawful act.
- Causes annoyance, inconvenience, or needless anxiety or is likely to upset, embarrass, alarm, or annoy any other person.
- Impersonates any person or misrepresents your identity or affiliation with any person or organization.

- Involves commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Gives the impression that they emanate from or are endorsed by us or any other person or entity if this is not the case.

This list is illustrative and shall not be deemed exhaustive of our rights.

In the event of a violation of these Content Standards, SmartRent reserves the right to: (a) terminate access to your account, your ability to post to the Site (or use the Services); and (b) refuse, delete, or remove any Submissions, with or without cause and with or without notice, for any reason or no reason, or for any action that SmartRent determines is inappropriate or disruptive to the Site or the Services, or to any other user of the Site and/or Services. SmartRent may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at our discretion, SmartRent will cooperate with law enforcement agencies in any investigation of alleged illegal activity on this Services and Site or on the Internet.

9. Site or Services Submissions

You are responsible for the information, opinions, messages, comments, photos, videos, graphics, sounds, and other content or material that you submit, upload, post, or otherwise make available on or through the Site (each a "Submission") and through the Services. When you provide Submissions, you agree that those Submissions shall not be in violation of any provision in this Agreement. You may not upload, post, or otherwise make available on the Site or Services any material protected by copyright, trademark, or any other proprietary right without the express permission of the owner of such copyright, trademark, or other proprietary right owned by a third-party, and the burden of determining whether any material is protected by any such right is on you. You shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, proprietary rights, violation of contract, privacy or publicity rights, or any other harm resulting from any Submission that you make. You have full responsibility for each Submission you make, including its legality, reliability, and appropriateness.

Unless otherwise explicitly stated herein or in SmartRent's privacy policy, you agree that any Submission provided by you in connection with the Site and the Services is provided on a non-proprietary and non-confidential basis. You hereby grant SmartRent a non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide license (including the right to sublicense through multiple tiers) to use, reproduce, process, adapt, publicly perform, publicly display, modify, prepare derivative works, publish, transmit, and distribute each of your Submissions, or any portion thereof, in any form, medium, or distribution method now known or hereafter existing, known, or developed, and authorize others to use the Submissions. SmartRent may modify or adapt your Submissions in order to transmit, display, or distribute them over computer networks and in various media and/or make changes to the Submissions as necessary to conform and adapt them to any requirements or limitations of any networks, devices, services, or media.

You agree to pay for all royalties, fees, damages, and any other monies owing to any person by reason of any Submissions posted by you to or through the Site or the Services.

10. Proprietary Rights

SmartRent is a registered trademark of SmartRent in the United States. Other trademarks, names and logos on the Site are the property of their respective owners.

Unless otherwise specified in this Agreement, all information and screens appearing on the Site and Services, including documents, services, site design, text, graphics, logos, images, and icons, as well as the arrangement thereof, are the sole property of SmartRent, Copyright © of SmartRent. All rights not expressly granted herein are reserved. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner or license.

The Mobile Application software that is provided to you through the Site and Services and related documentation are "Commercial Items," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, if you are a government entity, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights reserved under the copyright laws of the United States.

11. Intellectual Property Infringement & DMCA Notification

SmartRent respects the intellectual property rights of others, and requires users of the Site, Services and/or Network to do the same. SmartRent may, in appropriate circumstances and at our discretion, terminate Services and/or access to the Site or Services for users who infringe the intellectual property rights of others. If you believe that your work is the subject of copyright infringement and/or trademark infringement and appears on our Site or through the Services, please provide SmartRent's designated 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 and/or trademarked work claimed to have been infringed, or, if multiple 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 at the Site or the Services, and information reasonably sufficient to permit SmartRent to locate the material;
- Information reasonably sufficient to permit SmartRent to contact you as the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright and/or trademark owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

SmartRent's agent for notice of claims of copyright or trademark infringement on the Services and Site can be reached as follows:

SmartRent Legal Department
6811 E. Mayo Blvd
Fourth Floor
Phoenix, AZ 85054
Email: legal@smartrent.com

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 individual liability.

11.1. Submitting a DMCA Counter-Notification

If removal to copyright-protected material that you provided is required pursuant to a valid DMCA take-down notice, SmartRent will notify you that such material has been removed or access disabled. If you receive such notice, you may provide a counter-notification in writing to SmartRent's designated agent that includes the following information:

- Your physical or electronic signature;
- 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 from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
- Your name, physical address, and telephone number, and a statement that you consent to the jurisdiction of a court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which SmartRent may be located, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

11.2. Termination of Access for Infringement

SmartRent reserves the right, in its sole discretion, to terminate the account or access of any user of the Site, Network, or Services who is the subject of or receives repeated DMCA or other infringement notifications.

12. Advertisements and Third-Party Links

The Site and Services may be linked to other websites that are not SmartRent sites, including payment processing services that we work with to facilitate your purchase of any products on the Site and Services (all such sites, the "Third-Party Sites"). Certain areas of the Site and Services may allow you to interact and/or conduct transactions with such Third-Party Sites, and, if applicable, allow you to configure your privacy settings in your Third-Party Site account to permit your activities on the Site and Services to be shared with your contacts in your Third-Party Site account, and in certain situations, you may be transferred to a Third-Party Site through a link that may appear that you are still on the Site and Services. In any case, you acknowledge and agree that the Third-Party Sites may have different privacy policies and terms and conditions and/or user guides and business practices than SmartRent, and you further acknowledge and agree that your use of such Third-Party Sites is governed by the respective Third-Party Site privacy policy, terms and conditions, and/or user guides. You hereby agree to comply with any and all terms and conditions, users guides, and privacy policies of any of Third-Party Sites. SmartRent has no control over Third-Party Sites and accepts no responsibility for them or for any loss or damage that may arise from your use of such Third-Party Sites. Without limiting any other

provision in this Agreement, you agree that SmartRent WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, INFORMATION, RESOURCES, AND/OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY SITES AND/OR THIRD-PARTY DEALINGS OR COMMUNICATIONS, OR FOR ANY HARM RELATED THERETO, OR FOR ANY DAMAGES OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE CONTENT OR BUSINESS PRACTICES OF ANY THIRD-PARTY. Though the Site and Services may include advertisements for other services or products, any reference on the Site and Services to any product, service, publication, institution, organization of any third-party entity or individual does not constitute or imply SmartRent's endorsement or recommendation of such product, service, publication, institution, organization.

13. Mobile Applications

SmartRent makes available Mobile Applications to allow for access to the Site and the Services via a user's Mobile Device. To use the Mobile Application, you must have a Mobile Device that is compatible with the mobile service provider. SmartRent does not warrant that the Mobile Application will be compatible with your Mobile Device.

SmartRent hereby grants to you a non-exclusive, non-transferable, revocable license to use an object code copy of the Mobile Application for one registered account on one Mobile Device owned or leased solely by you, for your personal use. You may not: (i) modify, disassemble, decompile or reverse engineer the Mobile Application, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Application to any third-party or use the Mobile Application to provide time sharing or similar services for any third-party; (iii) make any copies of the Mobile Application; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Application, features that prevent or restrict use or copying of any content accessible through the Mobile Application, or features that enforce limitations on use of the Mobile Application; or (v) delete the copyright and other proprietary rights notices on the Mobile Application.

You acknowledge that SmartRent may, from time-to-time issue upgraded versions of the Mobile Application and may automatically electronically upgrade the version of the Mobile Application that you are using on your Mobile Device. You consent to such automatic upgrading on your Mobile Device and agree that this Agreement will apply to all such upgrades.

The foregoing license grant is not a sale of the Mobile Application or any copy thereof, and SmartRent and its third-party licensors or suppliers retain all right, title, and interest in and to the Mobile Application (and any copy of the Mobile Application). Standard carrier data charges may apply to your use of the Mobile Application.

The following additional terms and conditions apply with respect to any Mobile Application that SmartRent provides to you designed for use on an Apple iOS-powered Mobile Device (an **"iOS App"**):

- You acknowledge that this Agreement is between you and SmartRent only, and not with Apple, Inc. (**"Apple"**).
- Your use of SmartRent's iOS App must comply with Apple's then-current App Store terms of service.
- SmartRent, and not Apple, is solely responsible for our iOS App and the Services and Content available thereon. You acknowledge that Apple has no obligation to provide maintenance and support services with respect to our iOS App. To the maximum extent permitted by applicable law, Apple will have no warranty obligation whatsoever with respect to our iOS App.

- You agree that SmartRent, and not Apple, is responsible for addressing any claims by you or any third-party relating to our iOS App or your possession and/or use of our iOS App, including, but not limited to: (i) product liability claims; (ii) any claim that the iOS App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation, and all such claims are governed solely by this Agreement and any law applicable to us as provider of the iOS App.
- You agree that SmartRent, and not Apple, shall be responsible, to the extent required by this Agreement, for the investigation, defense, settlement, and discharge of any third-party intellectual property infringement claim related to our iOS App or your possession and use of our iOS App.
- You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) You are not listed on any U.S. Government list of prohibited or restricted parties.
- You agree to comply with all applicable third-party terms of agreement when using our iOS App (e.g., you must not be in violation of your wireless data service terms of agreement when using the iOS App).
- You agree that Apple and Apple’s subsidiaries are third-party beneficiaries to this Agreement as it relates to your license of SmartRent’s iOS App. Upon your acceptance of Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as they relate to your license of the iOS App as a third-party beneficiary thereof.

The following additional terms and conditions apply with respect to any Mobile Application that SmartRent provides to you designed for use on an Android-powered Mobile Device (an **“Android App”**):

- You acknowledge that this Agreement is between you and SmartRent only, and not with Google, Inc. (**“Google”**).
- Your use of SmartRent’s Android App must comply with Google’s then-current Android Market terms of service.
- Google is only a provider of the Android Market where you obtained the Android App. SmartRent, and not Google, are solely responsible for SmartRent’s Android App and the Services and Content available thereon. Google has no obligation or liability to you with respect to SmartRent’s Android App or these Terms.
- You acknowledge and agree that Google is a third-party beneficiary to the Agreement as it relates to SmartRent’s Android App.

The following additional terms and conditions apply with respect to any Mobile Application that SmartRent provides to you designed for use on an Android-powered Mobile Device and obtained from the Amazon App Store (an **“Amazon Android App”**):

- You acknowledge that this Agreement is between you and SmartRent only, and not with Amazon.com, Inc. (**“Amazon”**).
- Information that SmartRent collects from you or your device are subject to this Agreement and SmartRent’s privacy policy, and not to Amazon’s privacy policy.
- Amazon has no obligation or liability to you with respect to SmartRent’s Amazon Android App and the Services and Content available thereon. SmartRent, and not Amazon, are solely responsible for SmartRent’s Amazon Android App and the Services and Content available thereon.
- The Amazon Android App does not include any software that you may need to install on your Mobile Device in order to download applications from the Amazon App Store (the “Appstore Software”). The Appstore Software is licensed to you by Amazon pursuant to the terms of the then current Amazon Appstore for Android terms of use.

14. Using the Site and the Services

You can view certain parts of the Site and Services and not use any Services or the Site.

However, in order to access certain password-restricted areas of the Site and Services, you must register with us for an account and receive a password. You will also need to register in order to make a purchase, view your order history, and to see your device management dashboard, and to make use of certain Services and certain portions of the Site and Services.

The Services are not meant to serve regions outside the United States or Canada. SmartRent makes no representations or warranties that the Services are appropriate for use from locations outside the United States or Canada or compliant with laws outside the United States or Canada. If you choose to access the Services from outside the United States or Canada in violation of these Terms, you are responsible for compliance with local laws in relation to your use of the Services.

15. Password Restricted Areas of the Site and Services

If you desire to register for an account with SmartRent, you may be required to submit your name, e-mail address, and phone number through the account registration page on the Services or we may collect such information from your Landlord, and you will be required to set your password. If you are a resident of a property that contracts with us (a **"Resident"**), your property manager (the **"Property Manager"**) may provide us with additional information necessary to enable to access and use our device control dashboard, which allows you to control the smart devices in your residential unit. You consent to the Property Manager providing us with such information so that we may provide you with access to the Services. Once you have submitted your account registration information, our administrator shall have the right to approve or reject the requested registration, in our administrator's sole discretion. If your account is approved by our administrator, you will be sent an e-mail that contains a password that will allow you to log- on to the Services using that password for the first time you log into your account on the Services to complete the account registration process.

You are responsible for maintaining the confidentiality of your password, and you are responsible for all activities that occur using your password. You agree not to share your password, let others access or use your password or do anything else that might jeopardize the security of your password. You agree to notify us if your password for this Services is lost, stolen, if you are aware of any unauthorized use of your password on this Services or if you know of any other breach of security in relation to this Services.

All the information that you provide when registering for an account and otherwise through the Services must be accurate, complete, and up to date. You may change, correct, or remove any information from your account by either logging into your account directly and making the desired changes or contacting SmartRent using the contact information at the end of these Terms, requesting that we make the change.

16. Service Communications

Acting on behalf of you, your Property Manager, your Landlord, or your Employer, we may provide notices to you regarding this Agreement and/or as part of the Services by electronic communications (including emails, text messages,

and notifications through the Mobile Application). Text messages may be sent to the phone number we have on file, and emails will also be sent to the address we have on file. These electronic communications may include notices about account updates, access code details, two factor authentication, maintenance communications, product changes and updates, service outages, reminders, and other information concerning or related to these Terms and/or the Services. These electronic communications may affect your legal relationship with SmartRent, so you should read or listen to them carefully.

SmartRent does not charge for text messages, but you may incur charges or fees by your wireless provider to receive or reply to them. For example, where a communication must be sent to a Mobile Device (for example, for the purposes of two-factor authentication, an access code), you are responsible for procuring and paying for that device, and for any charges from your mobile service carrier, which are your sole responsibility. Message and data rates may apply. Landline and international numbers are not eligible for this feature.

SmartRent relies on the contact information that you provide, including but not limited to your email address and telephone numbers, to be accurate and up to date. This enables us to protect your security and the security of the Services. You must immediately notify us of any changes to this information, including any breach of your security or unauthorized use of your Mobile Device. If you do not do so, you may be held responsible for any costs, losses, or damage suffered as a result.

Message frequency is dependent on the Service usage. You may opt out of receiving text messages at any time by replying "STOP" from the Mobile Device receiving the text messages. In addition, you may text "STOP" to opt out at any time. You may continue to receive text messages for a short period while we process your request, and you will also receive a one-time text message confirming receipt of your request. For text message Service support or assistance, reply "HELP".

We may change any short code or telephone number we use to operate the text message Service at any time. You acknowledge that any messages, including any STOP or HELP requests, you send to a short code or telephone number we have changed may not be received, and we will not be responsible for honoring requests made in such messages.

The wireless carriers supported by the text message service and SmartRent are not liable for delayed or undelivered messages. If you change your mobile phone number, you agree to opt out of the text message service prior to changing your mobile number. Without limiting any other provision in this Agreement, you agree to indemnify, defend, and hold us harmless from any third-party claims, liability, damages, or costs arising from your use of the text message service or from you supply us with a phone number that is not your own. Please refer to the SmartRent Privacy Policy, which is available [here](#), for more information.

17. Bandwidth

You understand and agree that SmartRent does not guarantee that any particular amount of bandwidth on the Network or guarantee that any speed or throughput will be available. You understand and agree that the speed of your Internet service will vary depending upon a number of factors, including your equipment, Internet traffic, Network capacity limitations, system failures, modifications, upgrades, repairs, governmental actions, and other events beyond SmartRent's control.

18. Minors

By using the Network, the Services, or the Site, you represent, acknowledge and agree that you are at least 18 years of age, or if you are under 18 years of age but are at least 13 years old (a **“Minor”**), that you are using the Services, Network and/or the Site with the consent of your parent or legal guardian and that you have received your parent’s or legal guardian’s permission to consent to this Agreement. If you are a parent or legal guardian of a Minor, you are liable for the Minor’s use of the Services, Network, and/or the Site. **Persons under the age of 13 are prohibited from using the Services, Network, or Site.**

19. Termination of Access

You may terminate your access to the Services as set forth in the agreement between you and the Landlord.

SmartRent may terminate this Agreement and/or your access to the Site, Network, or Services at any time and without notice, upon a breach of this Agreement. In the event of termination for breach, SmartRent may impose an early termination fee that is the greater of one month’s service or the prorated amount of the remaining subscription/service term.

Upon termination: (i) the rights granted by SmartRent to you will cease immediately (except as set forth in this section); (ii) the rights granted by the Landlord will cease immediately; and (iii) after a commercially reasonable period of time, SmartRent may delete any data relating to your account.

20. Warranty

SMARTRENT IS NOT LIABLE FOR ANY LOSS OF DATA RESULTING FROM DELAYS, NON-DELIVERIES, MIS-DELIVERIES, OR SERVICE INTERRUPTION, HOWEVER CAUSED. SMARTRENT IS NOT LIABLE FOR ANY DAMAGE, UNDESIRE RESOURCE USAGE, OR DETRIMENTAL EFFECTS THAT MAY OCCUR TO YOUR EQUIPMENT AND/OR SOFTWARE WHILE YOUR EQUIPMENT IS ATTACHED TO THE NETWORK OR USING THE SITE OR SERVICES. SMARTRENT MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND AND EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, COVENANTS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, NON-INFRINGEMENT, UNINTERRUPTED, OR ERROR FREE SERVICE.

SMARTRENT, FOR ITSELF AND ITS LICENSORS, MAKES NO EXPRESS, IMPLIED, OR STATUTORY REPRESENTATIONS, WARRANTIES, OR GUARANTEES IN CONNECTION WITH THE SITE, THE NETWORK, THE SERVICES, OR ANY MATERIALS RELATING TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY, OR COMPLETENESS OF ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED ON THE SITE, INCLUDING WITHOUT LIMITATION THE MATERIALS. UNLESS OTHERWISE EXPLICITLY STATED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SITE, THE SERVICES, AND MATERIALS, AND ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED ON THE SITE IS PROVIDED TO YOU ON AN “AS IS,” “AS AVAILABLE”, AND “WHERE-IS” BASIS WITH NO WARRANTY OF IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. SMARTRENT DOES NOT PROVIDE ANY WARRANTIES AGAINST VIRUSES, SPYWARE, OR MALWARE THAT MAY BE INSTALLED ON YOUR COMPUTER.

ANY PRODUCTS YOU PURCHASE THROUGH THE SITE AND SERVICE SHALL BE SUBJECT TO THE MANUFACTURER'S WARRANTY, IF THE MANUFACTURER PROVIDES ANY WARRANTY. YOU AGREE TO MAKE ANY WARRANTY CLAIMS DIRECTLY AGAINST THE MANUFACTURER OF A PRODUCT, AND NOT SMARTRENT.

21. Waiver and Indemnity

YOU AGREE TO WAIVE AND HOLD SMARTRENT, ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS AS WELL AS EACH OF THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS HARMLESS FROM ANY CLAIMS, WHETHER LEGAL OR EQUITABLE, INCLUDING ANY CLAIMS ARISING FROM TORT, CONTRACT, STATUTORY LAW OR OTHER REGULATION, THAT YOU MAY HAVE THAT ARISE OUT OF OR RELATE TO YOUR USE OF THE NETWORK, THE SITE, OR THE SERVICES, INCLUDING FROM ANY INVESTIGATIONS UNDERTAKEN BY EITHER SMARTRENT OR LAW ENFORCEMENT AUTHORITIES. **YOU ACKNOWLEDGE THAT SMARTRENT IS THE SOLE PROVIDER OF THE NETWORK, THE SITE AND THE SERVICES AND AGREE TO WAIVE AND HOLD HARMLESS THE OWNER OF THE PROPERTY, THE PROPERTY MANAGER, AND LANDLORD AS WELL AS EACH OF THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, AND EMPLOYEES FROM ANY CLAIMS, WHETHER LEGAL OR EQUITABLE, INCLUDING ANY CLAIMS ARISING FROM TORT, CONTRACT, STATUTORY LAW OR OTHER REGULATION, THAT YOU MAY HAVE THAT ARISE OUT OF OR RELATE TO YOUR USE OF THE NETWORK, THE SITE, OR THE SERVICES.**

YOU AGREE TO INDEMNIFY SMARTRENT, ITS AFFILIATES, LICENSEES, SERVICE PROVIDERS, THE PROPERTY OWNER, THE PROPERTY LANDLORD, AND THE PROPERTY MANAGER FROM ANY LIABILITY ARISING FROM YOUR USE, YOUR GUESTS' USE, OR YOUR INVITEES' USE OF THE NETWORK, THE SITE, OR THE SERVICES.

22. Limitation of Liability

SMARTRENT SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES RESULTING FROM YOUR DISPLAYING, COPYING, OR DOWNLOADING ANY MATERIALS TO OR FROM THE SITE, OR FROM YOUR USE OF THE PRODUCTS PURCHASED ON THE SITE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SMARTRENT BE LIABLE TO YOU FOR ANY INDIRECT, EXTRAORDINARY, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) HOWEVER ARISING, EVEN IF SMARTRENT KNOWS THERE IS A POSSIBILITY OF SUCH DAMAGE. IN NO EVENT WILL SMARTRENT'S LIABILITY EXCEED FIVE HUNDRED DOLLARS (\$500).

YOU ACKNOWLEDGE AND AGREE THAT IF YOU ARE A USER, RESIDENT, OR NON-RESIDENT USING THE SITE OR THE SERVICES, THE PROPERTY MANAGER AND THE OWNER OF THE PROPERTY AT WHICH YOU ARE ACCESSING THE SERVICES HAVE NO LIABILITY TO YOU FOR THE SITE OR THE SERVICES PROVIDED BY SMARTRENT.

23. Dispute Resolution and Arbitration; Class Action Waiver

This Dispute Resolution and Arbitration; Class Action Waiver section (collectively, the **"Dispute Resolution"**) provides that all disputes between you and SmartRent shall be resolved by binding arbitration and that you expressly waive your right to a court or jury trial and/or your right to initiate a class action. For the purpose of this Dispute Resolution section, the reference to SmartRent includes its directors, employees, agents, affiliates, licensees, service providers, property landlord, and property manager. Prior to bringing action for any dispute, you must first give SmartRent an opportunity to resolve the dispute. You must commence this process by mailing a written notification to SmartRent at 6811 E. Mayo

Bldv, Fourth Floor, Phoenix, AZ 85054. That written notification must include (1) your name, (2) your address, (3) a written description of your dispute, and (4) a description of the specific relief you seek. If SmartRent does not resolve the dispute within 45 days after it receives your written notification, you may pursue your dispute in arbitration.

ARBITRATION REPLACES THE RIGHT TO GO TO THE COURT TO RESOLVE DISPUTES. YOU AGREE THAT ANY AND ALL DISPUTES, WHETHER PRESENTLY IN EXISTENCE OR BASED ON ACTS OR OMISSIONS IN THE PAST OR IN THE FUTURE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION RATHER THAN IN COURT.

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration proceedings shall be heard by one independent arbitrator who shall be an attorney or retired judge. The arbitration shall be held in Scottsdale, Arizona. All matters within the scope of the Federal Arbitration Act (9 U.S.C. 1, et seq.) will be governed by it and not by any state arbitration law. The tribunal shall have the power to rule on any challenge to its own jurisdiction or to the validity or enforceability of any portion of the agreement to arbitrate. The parties agree to arbitrate solely on an individual basis, and that this agreement does not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. The arbitral tribunal may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. Notwithstanding any preexisting right of the tribunal to rule upon the tribunal's power to rule on its own jurisdiction and the validity or enforceability of the agreement to arbitrate, the tribunal has no power to rule on the validity or enforceability of the agreement to arbitrate solely on an individual basis. In the event the prohibition on class arbitration is deemed invalid or unenforceable, then the remaining portions of the arbitration agreement will remain in force.

Confidential. Other than as may be required by law, the entire arbitration proceedings (including, but not limited to, any rulings, decisions, or orders of the arbitrator), shall remain confidential and not be disclosed to anyone other than the parties to this Agreement.

Limitations Period. Any and all claims and actions arising out of or relating to the use of the Services shall be commenced within one (1) year from the occurrence of the facts giving rise to such claim or action, or such claim or action shall be barred.

24. Governing Law

This Agreement shall be governed by and constructed in accordance with the laws of the State of Arizona, excluding its conflict of laws principles. The exclusive jurisdiction for any dispute not covered by the terms of the Dispute Resolution provision set forth in this Agreement may be filed only in the state or federal courts located in the State of Arizona, United States.

YOU HEREBY WAIVE ANY RIGHT YOU MAY NOW HAVE OR HEREAFTER POSSESS TO A TRIAL BY JURY.

25. No Waiver

No waiver of any provision in this Agreement shall be effective unless made in writing and signed by SmartRent. No waiver of any provision, or any breach of this Agreement shall constitute a waiver of any other provisions or constitute acceptance of any other or further breach.

26. Severability

If any provision or portion of this Agreement should be held unenforceable, illegal, or invalid for any reason, then that provision or portion shall be modified or deleted in such manner as to render the remainder of the provision and remaining provisions of the Agreement valid and enforceable.

27. Local Laws; Export Control

SmartRent controls and operates the Site, Network, and the Services from its headquarters in the United States of America, and the Materials may not be appropriate or available for use in other locations. If you use the Site and Services outside the United States of America in violation of these Terms, you are responsible for following applicable local laws.

28. Feedback

If you send or transmit any communications, comments, questions, suggestions, or related materials to us, whether by letter, email, telephone, or otherwise (collectively, "Feedback"), suggesting or recommending changes to the Site, the Network, the Services, Materials, including, without limitation, new features or functionality relating thereto, all such Feedback is, and will be treated as, non-confidential and non-proprietary. Except as prohibited by applicable law, you hereby assign all right, title, and interest in, and SmartRent is free to use, without any attribution or compensation to you, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. Where the foregoing assignment is prohibited by law, you hereby grant SmartRent an exclusive, transferable, worldwide, royalty-free, fully paid-up license (including the right to sublicense) to use and exploit all Feedback as we may determine in our sole discretion. Notwithstanding the foregoing, you understand and agree that SmartRent is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and you have no right to compel such use, display, reproduction, or distribution.

29. General

29.1 Assignment

You may not assign or transfer any part of this Agreement without the written consent of SmartRent. SmartRent may assign this Agreement to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets without providing notice. Any other attempt to transfer or assign is void.

29.2 Force Majeure

SmartRent shall be excused from performance of its obligations under this Agreement if such a failure to perform results from compliance with any requirement of applicable law or other causes beyond the reasonable control of SmartRent (for example, acts of god, strike, embargo, terrorist attack, war, physical or electronic sabotage, earthquake, fire, explosion, flood, drought, severe weather, natural disaster, supplier failures, power failure, internet or communications failures, third party internet services provider failures, denial-of-service attacks, epidemics, pandemics, public health emergencies, strikes or other labor issues, supply issues, travel bans, acts of government or governmental agencies, insurrection or riot).

29.3 Notice

Notices must be sent via first class, airmail, or overnight courier and are deemed given when received. Notices may also be sent to the applicable account email address and are deemed given when sent. Notices to SmartRent must be sent to SmartRent Technologies, Inc., 6811 E. Mayo Blvd, Fourth Floor, Phoenix, AZ 85054, Attn: Chief Financial Officer, with a copy to the Legal Department.

29.4 Entire Agreement and Agency

The Agreement, including any Order Form and the SmartRent's Privacy Policy, constitute the entire agreement between you and SmartRent with respect to the subject matter of this Agreement, and supersedes and replaces any prior or contemporaneous understandings and agreements, whether written or oral, with respect to the subject matter of this Agreement. If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: the Master Services Agreement (if applicable), this Agreement, the order form, and the Privacy Policy. No joint venture, partnership, employment, agency or exclusive relationship exists between the parties as a result of this Agreement or use of the Service.

30. Contact SmartRent

If you have any questions about these Terms or otherwise need to contact SmartRent for any reason, you can reach SmartRent at:

Phone: 1 (833) 767-8736

Contact SmartRent:info@smartrent.com or <https://smartrent.com/contact-smartrent/>

Contact Sales:sales@smartrent.com or <https://smartrent.com/contact-smartrent/>

Contact Support:support@smartrent.com or <https://smartrent.com/contact-smartrent/>

EXHIBIT 10



SmartRent Terms of Service

THESE TERMS AND CONDITIONS (THE "TERMS") ARE A LEGAL CONTRACT BETWEEN YOU AND THE SMARTRENT.COM, INC. (THE "COMPANY"). THE TERMS EXPLAIN HOW YOU ARE PERMITTED TO USE THE WEBSITE LOCATED AT THE URL: WWW.SMARTRENT.COM AS WELL AS ALL ASSOCIATED SITES LINKED TO WWW.SMARTRENT.COM BY THE COMPANY, ITS SUBSIDIARIES AND AFFILIATED COMPANIES (COLLECTIVELY, THE "SITE"). UNLESS OTHERWISE SPECIFIED, ALL REFERENCES TO "SITE" INCLUDE THE CONTENT, SERVICES AVAILABLE THROUGH THIS SITE (THE "SERVICES") AND ANY SOFTWARE THAT THE COMPANY PROVIDES TO YOU THAT ALLOWS YOU TO ACCESS THE SITE FROM A MOBILE DEVICE (A "MOBILE APPLICATION"). BY CLICKING THE "I ACCEPT" BUTTON BELOW AND USING THIS SITE, YOU ARE AGREEING TO ALL THE TERMS; IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, DO NOT ACCESS OR OTHERWISE USE THIS SITE, ANY SERVICES AVAILABLE THROUGH THIS SITE OR ANY INFORMATION CONTAINED ON THIS SITE. NOTE: THESE TERMS CONTAIN A DISPUTE RESOLUTION AND ARBITRATION PROVISION, INCLUDING CLASS ACTION WAIVER THAT AFFECTS YOUR RIGHTS UNDER THESE TERMS AND WITH RESPECT TO DISPUTES YOU MAY HAVE WITH THE COMPANY. YOU MAY OPT OUT OF THE BINDING INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER AS PROVIDED BELOW.

Changes.

The Company may make changes to the content and Services offered on the Site at any time. The Company can change, update, or add or remove provisions of these Terms, at any time by posting the updated Terms on this Site and updating such posted Terms with the latest update date. By using this Site after the Company has updated the Terms, you are agreeing to all the updated Terms; if you do not agree with any of the updated Terms, you must stop using the Site.

General Use.

By using this Site, you represent, acknowledge and agree that you are at least 18 years of age, or if you are under 18 years of age but are at least 13 years old (a "Minor"), that you are using the Site with the consent of your parent or legal guardian and that you have received your parent's or legal guardian's permission to use the Site and agree to its Terms. If you are a parent or legal guardian of a Minor, you hereby agree to bind the Minor to these Terms and to fully indemnify and hold harmless the Company if the Minor breaches any of these Terms. If you are not at least 13 years old, you may not use the Site at any time or in any manner or submit any information to the Company or the Site.

The Company provides content through the Site and through the Services that is copyrighted and/or trademarked work of the Company or the Company's third-party licensors and suppliers or other users of the Site (collectively, the "Materials"). Materials may include logos, graphics, video, images, software and other content.

Subject to the terms and conditions of these Terms, and your compliance with these Terms, the Company hereby grants you a limited, personal, non-exclusive and non-transferable license to use and to display the Materials and to use this Site solely for your personal use. Except for the foregoing license, you have no other rights in the Site or any Materials and you may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Site or Materials in any manner.

If you breach any of these Terms, the above license will terminate automatically and you must immediately destroy any downloaded or printed Materials.

Mobile Applications.

The Company makes available Mobile Applications to access the Site via a mobile device. To use the Mobile Application you must have a mobile device that is compatible with the mobile service. The Company does not warrant that the Mobile Application will be compatible with your mobile device. The Company hereby grants to you a non-exclusive, non-transferable, revocable license to use an object code copy of the Mobile Application for one registered account on one mobile device owned or leased solely by you, for your personal use. You may not: (i) modify, disassemble, decompile or reverse engineer the Mobile Application, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Application to any third-party or use the

Mobile Application to provide time sharing or similar services for any third-party; (iii) make any copies of the Mobile Application; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Application, features that prevent or restrict use or copying of any content accessible through the Mobile Application, or features that enforce limitations on use of the Mobile Application; or (v) delete the copyright and other proprietary rights notices on the Mobile Application. You acknowledge that the Company may from time to time issue upgraded versions of the Mobile Application, and may automatically electronically upgrade the version of the Mobile Application that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and agree that these Terms will apply to all such upgrades. The foregoing license grant is not a sale of the Mobile Application or any copy thereof, and the Company and its third-party licensors or suppliers retain all right, title, and interest in and to the Mobile Application (and any copy of the Mobile Application). Standard carrier data charges may apply to your use of the Mobile Application.

The following additional terms and conditions apply with respect to any Mobile Application that the Company provides to you designed for use on an Apple iOS-powered mobile device (an "iOS App"):

- You acknowledge that these Terms are between you and the Company only, and not with Apple, Inc. ("Apple").
- Your use of the Company's iOS App must comply with Apple's then-current App Store Terms of Service.
- The Company, and not Apple, are solely responsible for our iOS App and the Services and Content available thereon. You acknowledge that Apple has no obligation to provide maintenance and support services with respect to our iOS App. To the maximum extent permitted by applicable law, Apple will have no warranty obligation whatsoever with respect to our iOS App.
- You agree that the Company, and not Apple, are responsible for addressing any claims by you or any third-party relating to our iOS App or your possession and/or use of our iOS App, including, but not limited to: (i) product liability claims; (ii) any claim that the iOS App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation, and all such claims are governed solely by these Terms and any law applicable to us as provider of the iOS App.
- You agree that the Company, and not Apple, shall be responsible, to the extent required by these Terms, for the investigation, defense, settlement and discharge of any third-party

intellectual property infringement claim related to our iOS App or your possession and use of our iOS App.

- You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) You are not listed on any U.S. Government list of prohibited or restricted parties.
- You agree to comply with all applicable third-party terms of agreement when using our iOS App (e.g., you must not be in violation of your wireless data service terms of agreement when using the iOS App).
- The parties agree that Apple and Apple's subsidiaries are third-party beneficiaries to these Terms as they relate to your license of the Company's iOS App. Upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as they relate to your license of the iOS App as a third-party beneficiary thereof.

The following additional terms and conditions apply with respect to any Mobile Application that the Company provides to you designed for use on an Android-powered mobile device (an "Android App"):

- You acknowledge that these Terms are between you and the Company only, and not with Google, Inc. ("Google").
- Your use of the Company's Android App must comply with Google's then-current Android Market Terms of Service.
- Google is only a provider of the Android Market where you obtained the Android App. The Company, and not Google, are solely responsible for the Company's Android App and the Services and Content available thereon. Google has no obligation or liability to you with respect to the Company's Android App or these Terms.
- You acknowledge and agree that Google is a third-party beneficiary to the Terms as they relate to the Company's Android App.

The following additional terms and conditions apply with respect to any Mobile Application that the Company provides to you designed for use on an Android-powered mobile device and obtained from the Amazon App Store (an "Amazon Android App"):

- You acknowledge that these Terms are between you and the Company only, and not with Amazon.com, Inc. ("Amazon").

- Information that the Company collects from you or your device are subject to these Terms and the Privacy Policy, and will not be subject to the Amazon.com Privacy Notice.
- Amazon has no obligation or liability to you with respect to the Company's Amazon Android App and the Services and Content available thereon or these Terms. The Company, and not Amazon, are solely responsible for the Company's Amazon Android App and the Services and Content available thereon. For the avoidance of doubt, the Amazon Android App does not include any software that you may need to install on your mobile device in order to download applications from the Amazon App Store (the "Appstore Software"). The Appstore Software is licensed to you by Amazon pursuant to the terms of the then current Amazon Appstore for Android Terms of Use.

Using the Site and the Services on the Site.

You can simply view certain parts of the Site and not use any Services on the Site. You need not register with the Company to simply visit and view these parts of the Site.

However, in order to access certain password-restricted areas of the Site, you must register with the Company for an account and receive a password. You'll need to register in order to make a purchase, view your order history, and to see your device management dashboard, and to make use of certain Services and certain portions of the Site.

Password Restricted Areas of this Site.

If you desire to register for an account with the Company, you must submit your name, e-mail address and phone number through the account registration page on the Site. If you are a resident (a "Resident") of a property that contracts with us, your property manager (the "Property Manager") may provide us with additional information necessary to enable to access and use our device control dashboard, which allows you to control the smart devices in your unit. You consent to the Property Manager providing us such information so that we may provide you with access to the Services. Once you have submitted your account registration information, the Company administrator shall have the right to approve or reject the requested registration, in the Company administrator's sole discretion. If your account is approved by the Company administrator, you will be sent an e-mail that contains a password that will allow you to log-on to the Site using that password (the "the Password") for the first time you log into your account on the Site to complete the account registration process.

You are responsible for maintaining the confidentiality of your Password, and you are responsible for all activities that occur using your Password. You agree not to share your Password, let others access or use your Password or do anything else that might jeopardize the security of your Password. You agree to notify the Company if your Password on this Site is lost, stolen, if you are aware of any unauthorized use of your Password on this Site or if you know of any other breach of security in relation to this Site.

All the information that you provide when registering for an account and otherwise through the Site must be accurate, complete and up to date. You may change, correct or remove any information from your account by either logging into your account directly and making the desired changes or contacting the Company using the contact information at the end of these Terms requesting that we make the change.

Purchases.

If applicable, you agree to pay all fees or charges to your account for any purchases you make on the Site. We will charge your payment method when your item ships. If you do not pay on time or if the Company cannot charge your credit card, PayPal or other payment method for any reason, the Company reserves the right to either suspend or terminate your access to the Site and account and terminate these Terms. You are expressly agreeing that the Company is permitted to bill you for the applicable fees, any applicable tax and any other charges you may incur in connection with your purchases made on the Site and the fees will be billed to your credit card, PayPal or other payment method designated upon checkout. If you have a balance due on any account, you agree that the Company may charge such unpaid fees to your credit card or otherwise bill you for such unpaid fees. Refunds for any purchased items through the Site will be in accordance with such purchased items' product warranties provided the manufacturer of such product.

Privacy Policy.

Please review the Company Privacy Policy, which is available at <https://smartrent.com/privacy> (the "Privacy Policy") which explains how we use information that you submit to the Company.

Advertisements and Third Party Links.

This Site may be linked to other web sites that are not SmartRent sites, including payment processing services that we work with to facilitate your purchase of any products on the Site (all such sites, the "Third-Party Sites"). Certain areas of the Site may allow you to interact and/or conduct transactions with such Third-Party Sites, and, if applicable, allow you to configure your privacy settings in your Third-Party Site account to permit your activities on this Site to be shared with your contacts in your Third-Party Site account and, in certain situations, you may be transferred to a Third-Party Site through a link but it may appear that you are still on this Site. In any case, you acknowledge and agree that the Third-Party Sites may have different privacy policies and terms and conditions and/or user guides and business practices than the Company, and you further acknowledge and agree that your use of such Third-Party Sites is governed by the respective Third-Party Site privacy policy and terms and conditions and/or user guides. You hereby agree to comply with any and all terms and conditions, users guides and privacy policies of any of Third-Party Sites. We have no control over Third-Party Sites and accept no responsibility for them or for any loss or damage that may arise from your use of such Third-Party Sites. You agree that the Company WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, INFORMATION, RESOURCES AND/OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY SITES AND/OR THIRD-PARTY DEALINGS OR COMMUNICATIONS, OR FOR ANY HARM RELATED THERETO, OR FOR ANY DAMAGES OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE CONTENT OR BUSINESS PRACTICES OF ANY THIRD-PARTY. Though we may have advertisements on the Site, any reference on the Site to any product, service, publication, institution, organization of any third-party entity or individual does not constitute or imply the Company's endorsement or recommendation of such product, service, publication, institution, organization.

Unauthorized Activities.

When using this Site and/or the services, you agree not to:

- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Use racially, ethnically, or otherwise offensive language.
- Discuss or incite illegal activity.
- Use explicit/obscene language or solicit/post sexually explicit images (actual or simulated).

- Post anything that exploits children or minors or that depicts cruelty to animals.
- Post any copyrighted or trademarked materials without the express permission from the owner.
- Disseminate any unsolicited or unauthorized advertising, promotional materials, 'junk mail', 'spam', 'chain letters', 'pyramid schemes', or any other form of such solicitation.
- Use any robot, spider, scraper or other automated means to access the Site.
- Take any action that imposes an unreasonable or disproportionately large load on our infrastructure.
- Alter the opinions or comments posted by others on this Site.
- Post anything clearly false or misleading.
- Post anything unrelated to our business, products or services.
- Post anything contrary to our public image, goodwill or reputation, provided that the foregoing will not apply to you if applicable law prohibits such limitations and restrictions.

This list of prohibitions provides examples and is not complete or exclusive. The Company reserves the right to terminate access to your account, this Site, or use of the Services with or without cause and with or without notice, for any reason or no reason, or for any action that the Company determines is inappropriate or disruptive to this Site or to any other user of this Site and/or Services. **The Company may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at the Company's discretion, the Company will cooperate with law enforcement agencies in any investigation of alleged illegal activity on this Site or on the Internet.**

You agree to indemnify and hold the Company and its officers, directors, employees, affiliates, agents, licensors, and business partners harmless from and against any and all costs, damages, liabilities, and expenses (including attorneys' fees and costs of defense) the Company or any other indemnified party suffers in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third-party that your use of this Site violates any applicable law or regulation, or the copyrights, trademark rights or other rights of any third-party.

Submissions.

You are responsible for the information, opinions, messages, comments, photos, videos, graphics, sounds and other content or material that you submit, upload, post or otherwise make available on or through the Site (each a "Submission") and through the Services available in connection with this Site . You may not upload, post or otherwise make available on this Site any material protected by copyright, trademark, or any other proprietary right without the express permission of the owner of such copyright, trademark or other proprietary right owned by a third-party, and the burden of determining whether any material is protected by any such right is on you. You shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, proprietary rights, violation of contract, privacy or publicity rights or any other harm resulting from any Submission that you make. You have full responsibility for each Submission you make, including its legality, reliability and appropriateness.

Unless otherwise explicitly stated herein or in the Company Privacy Policy, you agree that any Submission provided by you in connection with this Site is provided on a non-proprietary and non-confidential basis. You hereby grant to the Company a non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide license (including the right to sublicense through multiple tiers) to use, reproduce, process, adapt, publicly perform, publicly display, modify, prepare derivative works, publish, transmit and distribute each of your Submissions, or any portion thereof, in any form, medium or distribution method now known or hereafter existing, known or developed, and authorize others to use the Submissions. We may modify or adapt your Submissions in order to transmit, display or distribute them over computer networks and in various media and/or make changes to the Submissions as necessary to conform and adapt them to any requirements or limitations of any networks, devices, services or media. The Company agrees to use any personally identifiable information contained in any of your Submissions in accordance with the Company 's Privacy Policy.

You agree to pay for all royalties, fees, damages and any other monies owing any person by reason of any Submissions posted by you to or through this Site.

When you provide Submissions you agree that those Submissions shall not be in violation of the "Unauthorized Activities" paragraph below. Those prohibitions do not require the Company to monitor, police or remove any Submissions or other information submitted by you or any other user.

This list of prohibitions provides examples and is not complete or exclusive. The Company reserves the right to (a) terminate access to your account, your ability to post to this Site (or use the Services) and (b) refuse, delete or remove any Submissions; with or without cause and with or without notice, for any reason or no reason, or for any action that the Company determines is inappropriate or disruptive to this Site or to any other user of this Site and/or Services. **The Company may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at the Company's discretion, the Company will cooperate with law enforcement agencies in any investigation of alleged illegal activity on this Site or on the Internet.**

Unauthorized use of any Materials or Third-Party Content contained on this Site may violate certain laws and regulations.

You agree to indemnify and hold the Company and its officers, directors, employees, affiliates, agents, licensors, and business partners harmless from and against any and all costs, damages, liabilities, and expenses (including attorneys' fees and costs of defense) the Company or any other indemnified party suffers in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third-party that your use of this Site or the use of this Site by any person using your user name and/or password (including without limitation, your participation in the posting areas or, your Submissions) violates any applicable law or regulation, or the copyrights, trademark rights or other rights of any third-party.

Proprietary Rights.

SmartRent is a trademark of the Company in the United States. Other trademarks, names and logos on this Site are the property of their respective owners.

Unless otherwise specified in these Terms, all information and screens appearing on this Site, including documents, services, site design, text, graphics, logos, images and icons, as well as the arrangement thereof, are the sole property of the Company, Copyright © 2019 the Company. All rights not expressly granted herein are reserved. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or

publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner or license.

The Mobile Application software that is provided to you through the Site and Services and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, if you are a government entity, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

Intellectual Property Infringement.

The Company respects the intellectual property rights of others, and we ask you to do the same. The Company may, in appropriate circumstances and at our discretion, terminate service and/or access to this Site for users who infringe the intellectual property rights of others. If you believe that your work is the subject of copyright infringement and/or trademark infringement and appears on our Site, please provide the Company's designated 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 and/or trademarked work claimed to have been infringed, or, if multiple 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 at the Site, and information reasonably sufficient to permit the Company to locate the material.
- Information reasonably sufficient to permit the Company to contact you as the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted.

- Information reasonably sufficient to permit the Company to contact you as the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted.
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The Company's agent for notice of claims of copyright or trademark infringement on this Site can be reached as follows:

Scottard Banks

scott.banks@smartrent.com

security@smartrent.com

480-371-2790

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

Submitting a DMCA Counter-Notification

We will notify you that we have removed or disabled access to copyright-protected material that you provided, if such removal is pursuant to a valid DMCA take-down notice that we have received. If you receive such notice from us, you may provide us with a counter-notification in writing to the Company designated agent that includes all of the following information:

- Your physical or electronic signature;
- 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 from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and

- Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which the Company may be located, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

Termination of Repeat Infringers

The Company reserves the right, in its sole discretion, to terminate the account or access of any user of our web site and/or service who is the subject or repeated DMCA or other infringement notifications.

Disclaimer of Warranties.

Your use of this Site and/or the Services is at your own risk. The Materials have not been verified or authenticated in whole or in part by the Company, and they may include inaccuracies or typographical or other errors. The Company does not warrant the accuracy of timeliness of the Materials contained on this Site. The Company has no liability for any errors or omissions in the Materials, whether provided by the Company, our licensors or suppliers or other users.

THE COMPANY, FOR ITSELF AND ITS LICENSORS, MAKES NO EXPRESS, IMPLIED OR STATUTORY REPRESENTATIONS, WARRANTIES, OR GUARANTEES IN CONNECTION WITH THIS SITE, THE SERVICES, OR ANY MATERIALS RELATING TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED ON THIS SITE, INCLUDING WITHOUT LIMITATION THE MATERIALS. UNLESS OTHERWISE EXPLICITLY STATED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS SITE, THE SERVICES, AND MATERIALS, AND ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED ON THIS SITE IS PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" AND "WHERE-IS" BASIS WITH NO WARRANTY OF IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. THE COMPANY DOES NOT PROVIDE ANY WARRANTIES AGAINST VIRUSES, SPYWARE OR MALWARE THAT MAY BE INSTALLED ON YOUR COMPUTER.

Any products you purchase through the Site shall be subject to the manufacturer's warranty, if the manufacturer provides any warranty. You agree to make any warranty claims directly

against the manufacturer of a product, and not SmartRent.

Limitation of Liability.

THE COMPANY SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES RESULTING FROM YOUR DISPLAYING, COPYING, OR DOWNLOADING ANY MATERIALS TO OR FROM THIS SITE, OR YOUR USE OF THE PRODUCTS PURCHASED ON THE SITE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY BE LIABLE TO YOU FOR ANY INDIRECT, EXTRAORDINARY, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) HOWEVER ARISING, EVEN IF THE COMPANY KNOWS THERE IS A POSSIBILITY OF SUCH DAMAGE. IN NO EVENT WILL COMPANY'S LIABILITY EXCEED FIVE HUNDRED DOLLARS (\$500). YOU ACKNOWLEDGE AND AGREE THAT IF YOU ARE A RESIDENT USING THIS SITE OR THE SERVICES, YOUR PROPERTY MANAGER AND THE OWNER OF THE PROPERTY AT WHICH YOU RESIDE HAVE NO LIABILITY TO YOU FOR THE SITE OR THE SERVICES PROVIDED BY THE COMPANY

Local Laws; Export Control.

The Company controls and operates this Site from its headquarters in the United States of America and the Materials may not be appropriate or available for use in other locations. If you use this Site outside the United States of America, you are responsible for following applicable local laws.

Feedback.

If you send or transmit any communications, comments, questions, suggestions, or related materials to the Company, whether by letter, email, telephone, or otherwise (collectively, "Feedback"), suggesting or recommending changes to the Site, any Services offered through the Site or Materials, including, without limitation, new features or functionality relating thereto, all such Feedback is, and will be treated as, non-confidential and non-proprietary. Except as prohibited by applicable law, you hereby assign all right, title, and interest in, and the Company is free to use, without any attribution or compensation to you, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to,

developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. Where the foregoing assignment is prohibited by law, you hereby grant Us an exclusive, transferable, worldwide, royalty-free, fully paid up license (including the right to sublicense) to use and exploit all Feedback as We may determine in our sole discretion. Notwithstanding the foregoing, you understand and agree that the Company is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and you have no right to compel such use, display, reproduction, or distribution.

Dispute Resolution and Arbitration; Class Action Waiver.

Please read the following (this "Provision") carefully. It affects your rights.

Most customer concerns can be resolved quickly and to a customer's satisfaction by contacting us at info@smartrent.com. This Provision facilitates the prompt and efficient resolution of any disputes that may arise between you and the Company. Arbitration is a form of private dispute resolution in which persons with a dispute waive their rights to file a lawsuit, to proceed in court and to a jury trial, and instead submit their disputes to a neutral third person (or arbitrator) for a binding decision. You have the right to opt-out of this Provision (as explained below), which means you would retain your right to litigate your disputes in a court, either before a judge or jury.

Please read this Provision carefully. It provides that all Disputes between you and the Company shall be resolved by binding arbitration. Arbitration replaces the right to go to court. In the absence of this arbitration agreement, you may otherwise have a right or opportunity to bring claims in a court, before a judge or jury, and/or to participate in or be represented in a case filed in court by others (including, but not limited to, class actions). Except as otherwise provided, entering into this agreement constitutes a waiver of your right to litigate claims and all opportunity to be heard by a judge or jury. There is no judge or jury in arbitration, and court review of an arbitration award is limited. The arbitrator must follow this agreement and can award the same damages and relief as a court (including attorney's fees).

For the purpose of this Provision, "the Company" means the Company and its parents, subsidiary, and affiliate companies, and each of their respective officers, directors, employees, and agents. The term "Dispute" means any dispute, claim, or controversy between you and the

Company regarding any aspect of your relationship with the Company, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable theory, and includes the validity, enforceability or scope of this Provision (with the exception of the enforceability of the Class Action Waiver clause below). "Dispute" is to be given the broadest possible meaning that will be enforced, and shall include any claims against other parties relating to services or products provided or billed to you (such as the Company's licensors, suppliers, dealers or third-party vendors) whenever you also assert claims against us in the same proceeding.

WE EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL DISPUTES, AS DEFINED ABOVE, WHETHER PRESENTLY IN EXISTENCE OR BASED ON ACTS OR OMISSIONS IN THE PAST OR IN THE FUTURE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION RATHER THAN IN COURT IN ACCORDANCE WITH THIS PROVISION.

Pre-Arbitration Claim Resolution

For all Disputes, whether pursued in court or arbitration, you must first give the Company an opportunity to resolve the Dispute. You must commence this process by mailing written notification to the Company at 18835 N. Thompson Peak Pkwy, Suite 300, Scottsdale, AZ 85255. That written notification must include (1) your name, (2) your address, (3) a written description of your Claim, and (4) a description of the specific relief you seek. If the Company does not resolve the Dispute within 45 days after it receives your written notification, you may pursue your Dispute in arbitration. You may pursue your Dispute in a court only under the circumstances described below.

Exclusions from Arbitration/Right to Opt Out

Notwithstanding the above, you or the Company may choose to pursue a Dispute in court and not by arbitration if (a) the Dispute qualifies, it may be initiated in small claims court; or (b) YOU OPT-OUT OF THESE ARBITRATION PROCEDURES WITHIN 30 DAYS FROM THE DATE THAT YOU FIRST CONSENT TO THIS AGREEMENT (the "Opt-Out Deadline"). You may opt out of this Provision by mailing written notification to the Company, at 18835 N. Thompson Peak Pkwy, Suite 300, Scottsdale, AZ 85255. Your written notification must include (1) your name, (2) your address, and (3) a clear statement that you do not wish to resolve disputes with the Company

through arbitration. Your decision to opt-out of this Arbitration Provision will have no adverse effect on your relationship with the Company. **Any opt-out request received after the Opt-Out Deadline will not be valid and you must pursue your Dispute in arbitration or small claims court.**

Arbitration Procedures

If this Provision applies and the Dispute is not resolved as provided above (Pre-Arbitration Claim Resolution) either you or the Company may initiate arbitration proceedings. The American Arbitration Association ("AAA"), www.adr.org, or JAMS, www.jamsadr.com, will arbitrate all Disputes, and the arbitration will be conducted before a single arbitrator. The arbitration shall be commenced as an individual arbitration, and shall in no event be commenced as a class arbitration. All issues shall be for the arbitrator to decide, including the scope of this Provision.

For arbitration before AAA, for Disputes of less than \$75,000, the AAA's Supplementary Procedures for Consumer-Related Disputes will apply; for Disputes involving \$75,000 or more, the AAA's Commercial Arbitration Rules will apply. In either instance, the AAA's Optional Rules For Emergency Measures Of Protection shall apply. The AAA rules are available at www.adr.org or by calling 1-800-778-7879. For arbitration before JAMS, the JAMS Comprehensive Arbitration Rules & Procedures and the JAMS Recommended Arbitration Discovery Protocols For Domestic, Commercial Cases will apply. The JAMS rules are available at www.jamsadr.com or by calling 1-800-352-5267. This Provision governs in the event it conflicts with the applicable arbitration rules. Under no circumstances will class action procedures or rules apply to the arbitration.

Because the Site and these Terms concern interstate commerce, the Federal Arbitration Act ("FAA") governs the arbitrability of all Disputes. However, the arbitrator will apply applicable substantive law consistent with the FAA and the applicable statute of limitations or condition precedent to suit.

Arbitration Award – The arbitrator may award on an individual basis any relief that would be available pursuant to applicable law, and will not have the power to award relief to, against or for the benefit of any person who is not a party to the proceeding. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. Such award will be final and binding on the parties, except for any right of appeal provided by

the FAA, and may be entered in any court having jurisdiction over the parties for purposes of enforcement.

Location of Arbitration – You or the Company may initiate arbitration in either Maricopa County, Arizona or the federal judicial district that includes your billing address. In the event that you select the federal judicial district that includes your billing address, the Company may transfer the arbitration to Maricopa County, Arizona in the event that it agrees to pay any additional fees or costs you incur as a result of the transfer, as determined by the arbitrator.

Payment of Arbitration Fees and Costs – the Company will pay all arbitration filing fees and arbitrator's costs and expenses upon your written request given prior to the commencement of the arbitration. You are responsible for all additional fees and costs that you incur in the arbitration, including, but not limited to, attorneys or expert witnesses. Fees and costs may be awarded as provided pursuant to applicable law. In addition to any rights to recover fees and costs under applicable law, if you provide notice and negotiate in good faith with the Company as provided in the section above titled "Pre-Arbitration Claim Resolution" and the arbitrator concludes that you are the prevailing party in the arbitration, you will be entitled to recover reasonable attorney's fees and costs as determined by the arbitrator.

Class Action Waiver

Except as otherwise provided in this Provision, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, consolidated action or private attorney general action) unless both you and the Company specifically agree to do so following initiation of the arbitration. **If you choose to pursue your Dispute in court by opting out of the Arbitration Provision, as specified above, this Class Action Waiver will not apply to you.** Neither you, nor any other user of the Site can be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding without having complied with the opt-out requirements above.

Jury Waiver

You understand and agree that by entering into this Agreement you and the Company are each waiving the right to a jury trial or a trial before a judge in a public court. In the absence of this Provision, you and the Company might otherwise have had a right or opportunity to bring

Disputes in a court, before a judge or jury, and/or to participate or be represented in a case filed in court by others (including class actions). Except as otherwise provided below, those rights are waived. Other rights that you would have if you went to court, such as the right to appeal and to certain types of discovery, may be more limited or may also be waived.

Severability

If any clause within this Provision (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that clause will be severed from this Provision, and the remainder of this Provision will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, this entire Provision will be unenforceable and the Dispute will be decided by a court.

Continuation

This Provision shall survive the termination of your service with the Company or its affiliates. Notwithstanding any provision in this Agreement to the contrary, we agree that if the Company makes any change to this Provision (other than a change to the Notice Address), you may reject any such change and require the Company to adhere to the language in this Provision if a dispute between us arises.

Language.

The parties hereto have expressly required that these Terms and all documents and notices relating thereto be drafted in the English language.

General.

The Company prefers to advise you if we feel you are not complying with these Terms and to recommend any necessary corrective action. However, certain violations of these Terms, as determined by the Company, may result in immediate termination of your access to this Site without prior notice to you. The Federal Arbitration Act, Arizona state law and applicable U.S. federal law, without regard to the choice or conflicts of law provisions, will govern these Terms. Foreign laws do not apply. The United Nations on Contracts for the International Sale of Goods and any laws based on the Uniform Computer Information Transactions Act (UCITA) shall not

apply to these Terms. Any disputes relating to these Terms or this Site will be heard in the courts located in Maricopa County in the State of Arizona. If any of these Terms is found to be inconsistent with applicable law, then such term shall be interpreted to reflect the intentions of the parties, and no other terms will be modified. The Company's failure to enforce any of these Terms is not a waiver of such term. These Terms are the entire agreement between you and the Company and supersede all prior or contemporaneous negotiations, discussions or agreements between you and the Company about this Site. The proprietary rights, disclaimer of warranties, representations made by you, indemnities, limitations of liability and general provisions shall survive any termination of these Terms.

California Consumer Notice.

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: This Site and Service are provided by the Company, SmartRent. If you have purchased anything from the Site or through the Service, a description of what you have purchased and relevant pricing information are posted as part of the ordering process for this Site (please consult your individual purchase confirmation e-mail for the charges you incurred). If you have a question or complaint regarding the Site or Service, please contact Customer Service by writing to support@smartrent.com or by calling (844) 479-1555. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by post at 1625 North Market Blvd., Sacramento, CA 95834 or by telephone at (916) 445-1254 or (800) 952-5210 or Hearing Impaired at TDD (800) 326-2297 or TDD (916) 322-1700.

Contact Us.

If you have any questions about these Terms or otherwise need to contact the Company for any reason, you can reach us at:

Phone: (844) 479-1555

Contact Us: Email:info@smartrent.com Web:<https://smartrent.com/contact-smartrent/>

Contact Sales: Email:sales@smartrent.com Web:<https://smartrent.com/contact-smartrent/>



SmartRent is an enterprise smart home automation company developing software and hardware that empowers property owners, managers and homebuilders to effectively manage, protect and automate daily operational processes.

Corporate

8665 E. Hartford Drive
Scottsdale, AZ 85255
Suite 200

(844) 479-1555

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EXHIBIT 11



SmartRent Terms of Service

THESE TERMS AND CONDITIONS (THE "TERMS") ARE A LEGAL CONTRACT BETWEEN YOU AND THE SMARTRENT.COM, INC. (THE "COMPANY"). THE TERMS EXPLAIN HOW YOU ARE PERMITTED TO USE THE WEBSITE LOCATED AT THE URL: WWW.SMARTRENT.COM AS WELL AS ALL ASSOCIATED SITES LINKED TO WWW.SMARTRENT.COM BY THE COMPANY, ITS SUBSIDIARIES AND AFFILIATED COMPANIES (COLLECTIVELY, THE "SITE"). UNLESS OTHERWISE SPECIFIED, ALL REFERENCES TO "SITE" INCLUDE THE CONTENT, SERVICES AVAILABLE THROUGH THIS SITE (THE "SERVICES") AND ANY SOFTWARE THAT THE COMPANY PROVIDES TO YOU THAT ALLOWS YOU TO ACCESS THE SITE FROM A MOBILE DEVICE (A "MOBILE APPLICATION"). BY CLICKING THE "I ACCEPT" BUTTON BELOW AND USING THIS SITE, YOU ARE AGREEING TO ALL THE TERMS; IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, DO NOT ACCESS OR OTHERWISE USE THIS SITE, ANY SERVICES AVAILABLE THROUGH THIS SITE OR ANY INFORMATION CONTAINED ON THIS SITE. NOTE: THESE TERMS CONTAIN A DISPUTE RESOLUTION AND ARBITRATION PROVISION, INCLUDING CLASS ACTION WAIVER THAT AFFECTS YOUR RIGHTS UNDER THESE TERMS AND WITH RESPECT TO DISPUTES YOU MAY HAVE WITH THE COMPANY. YOU MAY OPT OUT OF THE BINDING INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER AS PROVIDED BELOW.

Changes.

The Company may make changes to the content and Services offered on the Site at any time. The Company can change, update, or add or remove provisions of these Terms, at any time by posting the updated Terms on this Site and updating such posted Terms with the latest update date. By using this Site after the Company has updated the Terms, you are agreeing to all the updated Terms; if you do not agree with any of the updated Terms, you must stop using the Site.

General Use.

By using this Site, you represent, acknowledge and agree that you are at least 18 years of age, or if you are under 18 years of age but are at least 13 years old (a "Minor"), that you are using the Site with the consent of your parent or legal guardian and that you have received your parent's or legal guardian's permission to use the Site and agree to its Terms. If you are a parent or legal guardian of a Minor, you hereby agree to bind the Minor to these Terms and to fully indemnify and hold harmless the Company if the Minor breaches any of these Terms. If you are not at least 13 years old, you may not use the Site at any time or in any manner or submit any information to the Company or the Site.

The Company provides content through the Site and through the Services that is copyrighted and/or trademarked work of the Company or the Company's third-party licensors and suppliers or other users of the Site (collectively, the "Materials"). Materials may include logos, graphics, video, images, software and other content.

Subject to the terms and conditions of these Terms, and your compliance with these Terms, the Company hereby grants you a limited, personal, non-exclusive and non-transferable license to use and to display the Materials and to use this

Site solely for your personal use. Except for the foregoing license, you have no other rights in the Site or any Materials and you may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Site or Materials in any manner.

If you breach any of these Terms, the above license will terminate automatically and you must immediately destroy any downloaded or printed Materials.

Mobile Applications.

The Company makes available Mobile Applications to access the Site via a mobile device. To use the Mobile Application you must have a mobile device that is compatible with the mobile service. The Company does not warrant that the Mobile Application will be compatible with your mobile device. The Company hereby grants to you a non-exclusive, non-transferable, revocable license to use an object code copy of the Mobile Application for one registered account on one mobile device owned or leased solely by you, for your personal use. You may not: (i) modify, disassemble, decompile or reverse engineer the Mobile Application, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Application to any third-party or use the Mobile Application to provide time sharing or similar services for any third-party; (iii) make any copies of the Mobile Application; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Application, features that prevent or restrict use or copying of any content accessible through the Mobile Application, or features that enforce limitations on use of the Mobile Application; or (v) delete the copyright and other proprietary rights notices on the Mobile Application. You acknowledge that the Company may from time to time issue upgraded versions of the Mobile Application, and may automatically electronically upgrade the version of the Mobile Application that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and agree that these Terms will apply to all such upgrades. The foregoing license grant is not a sale of the Mobile Application or any copy thereof, and the Company and its third-party licensors or suppliers retain all right, title, and interest in and to the Mobile Application (and any copy of the Mobile Application). Standard carrier data charges may apply to your use of the Mobile Application.

The following additional terms and conditions apply with respect to any Mobile Application that the Company provides to you designed for use on an Apple iOS-powered mobile device (an "iOS App"):

- You acknowledge that these Terms are between you and the Company only, and not with Apple, Inc. ("Apple").
- Your use of the Company's iOS App must comply with Apple's then-current App Store Terms of Service.
- The Company, and not Apple, are solely responsible for our iOS App and the Services and Content available thereon. You acknowledge that Apple has no obligation to provide maintenance and support services with respect to our iOS App. To the maximum extent permitted by applicable law, Apple will have no warranty obligation whatsoever with respect to our iOS App.
- You agree that the Company, and not Apple, are responsible for addressing any claims by you or any third-party relating to our iOS App or your possession and/or use of our iOS App, including, but not limited to: (i) product liability claims; (ii) any claim that the iOS App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation, and all such claims are governed solely by these Terms and any law applicable to us as provider of the iOS App.

- You agree that the Company, and not Apple, shall be responsible, to the extent required by these Terms, for the investigation, defense, settlement and discharge of any third-party intellectual property infringement claim related to our iOS App or your possession and use of our iOS App.
- You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) You are not listed on any U.S. Government list of prohibited or restricted parties.
- You agree to comply with all applicable third-party terms of agreement when using our iOS App (e.g., you must not be in violation of your wireless data service terms of agreement when using the iOS App).
- The parties agree that Apple and Apple's subsidiaries are third-party beneficiaries to these Terms as they relate to your license of the Company's iOS App. Upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as they relate to your license of the iOS App as a third-party beneficiary thereof.

The following additional terms and conditions apply with respect to any Mobile Application that the Company provides to you designed for use on an Android-powered mobile device (an "Android App"):

- You acknowledge that these Terms are between you and the Company only, and not with Google, Inc. ("Google").
- Your use of the Company's Android App must comply with Google's then-current Android Market Terms of Service.
- Google is only a provider of the Android Market where you obtained the Android App. The Company, and not Google, are solely responsible for the Company's Android App and the Services and Content available thereon. Google has no obligation or liability to you with respect to the Company's Android App or these Terms.
- You acknowledge and agree that Google is a third-party beneficiary to the Terms as they relate to the Company's Android App.

The following additional terms and conditions apply with respect to any Mobile Application that the Company provides to you designed for use on an Android-powered mobile device and obtained from the Amazon App Store (an "Amazon Android App"):

- You acknowledge that these Terms are between you and the Company only, and not with Amazon.com, Inc. ("Amazon").
- Information that the Company collects from you or your device are subject to these Terms and the Privacy Policy, and will not be subject to the Amazon.com Privacy Notice.
- Amazon has no obligation or liability to you with respect to the Company's Amazon Android App and the Services and Content available thereon or these Terms. The Company, and not Amazon, are solely responsible for the Company's Amazon Android App and the Services and Content available thereon. For the avoidance of doubt, the Amazon Android App does not include any software that you may need to install on your mobile device in order to download applications from the Amazon App Store (the "Appstore Software"). The Appstore Software is licensed to you by Amazon pursuant to the terms of the then current Amazon Appstore for Android Terms of Use.

Using the Site and the Services on the Site.

You can simply view certain parts of the Site and not use any Services on the Site. You need not register with the Company to simply visit and view these parts of the Site.

However, in order to access certain password-restricted areas of the Site, you must register with the Company for an account and receive a password. You'll need to register in order to make a purchase, view your order history, and to see your device management dashboard, and to make use of certain Services and certain portions of the Site.

Password Restricted Areas of this Site.

If you desire to register for an account with the Company, you must submit your name, e-mail address and phone number through the account registration page on the Site. If you are a resident (a "Resident") of a property that contracts with us, your property manager (the "Property Manager") may provide us with additional information necessary to enable to access and use our device control dashboard, which allows you to control the smart devices in your unit. You consent to the Property Manager providing us such information so that we may provide you with access to the Services. Once you have submitted your account registration information, the Company administrator shall have the right to approve or reject the requested registration, in the Company administrator's sole discretion. If your account is approved by the Company administrator, you will be sent an e-mail that contains a password that will allow you to log-on to the Site using that password (the "the Password") for the first time you log into your account on the Site to complete the account registration process.

You are responsible for maintaining the confidentiality of your Password, and you are responsible for all activities that occur using your Password. You agree not to share your Password, let others access or use your Password or do anything else that might jeopardize the security of your Password. You agree to notify the Company if your Password on this Site is lost, stolen, if you are aware of any unauthorized use of your Password on this Site or if you know of any other breach of security in relation to this Site.

All the information that you provide when registering for an account and otherwise through the Site must be accurate, complete and up to date. You may change, correct or remove any information from your account by either logging into your account directly and making the desired changes or contacting the Company using the contact information at the end of these Terms requesting that we make the change.

Purchases.

If applicable, you agree to pay all fees or charges to your account for any purchases you make on the Site. We will charge your payment method when your item ships. If you do not pay on time or if the Company cannot charge your credit card, PayPal or other payment method for any reason, the Company reserves the right to either suspend or terminate your access to the Site and account and terminate these Terms. You are expressly agreeing that the Company is permitted to bill you for the applicable fees, any applicable tax and any other charges you may incur in connection with your purchases made on the Site and the fees will be billed to your credit card, PayPal or other payment method designated upon checkout. If you have a balance due on any account, you agree that the Company may charge such unpaid fees to your credit card or otherwise bill you for such unpaid fees. Refunds for any purchased items through the Site will be in accordance with such purchased items' product warranties provided the manufacturer of such product.

Privacy Policy.

Please review the Company Privacy Policy, which is available at <https://smartrent.com/privacy> (the "Privacy Policy") which explains how we use information that you submit to the Company.

Advertisements and Third Party Links.

This Site may be linked to other web sites that are not SmartRent sites, including payment processing services that we work with to facilitate your purchase of any products on the Site (all such sites, the "Third-Party Sites"). Certain areas of the Site may allow you to interact and/or conduct transactions with such Third-Party Sites, and, if applicable, allow you to configure your privacy settings in your Third-Party Site account to permit your activities on this Site to be shared with your contacts in your Third-Party Site account and, in certain situations, you may be transferred to a Third-Party Site through a link but it may appear that you are still on this Site. In any case, you acknowledge and agree that the Third-Party Sites may have different privacy policies and terms and conditions and/or user guides and business practices than the Company, and you further acknowledge and agree that your use of such Third-Party Sites is governed by the respective Third-Party Site privacy policy and terms and conditions and/or user guides. You hereby agree to comply with any and all terms and conditions, users guides and privacy policies of any of Third-Party Sites. We have no control over Third-Party Sites and accept no responsibility for them or for any loss or damage that may arise from your use of such Third-Party Sites. You agree that the Company WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, INFORMATION, RESOURCES AND/OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY SITES AND/OR THIRD-PARTY DEALINGS OR COMMUNICATIONS, OR FOR ANY HARM RELATED THERETO, OR FOR ANY DAMAGES OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE CONTENT OR BUSINESS PRACTICES OF ANY THIRD-PARTY. Though we may have advertisements on the Site, any reference on the Site to any product, service, publication, institution, organization of any third-party entity or individual does not constitute or imply the Company's endorsement or recommendation of such product, service, publication, institution, organization.

Unauthorized Activities.

When using this Site and/or the services, you agree not to:

- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Use racially, ethnically, or otherwise offensive language.
- Discuss or incite illegal activity.
- Use explicit/obscene language or solicit/post sexually explicit images (actual or simulated).
- Post anything that exploits children or minors or that depicts cruelty to animals.
- Post any copyrighted or trademarked materials without the express permission from the owner.
- Disseminate any unsolicited or unauthorized advertising, promotional materials, 'junk mail', 'spam', 'chain letters', 'pyramid schemes', or any other form of such solicitation.
- Use any robot, spider, scraper or other automated means to access the Site.
- Take any action that imposes an unreasonable or disproportionately large load on our infrastructure.
- Alter the opinions or comments posted by others on this Site.
- Post anything clearly false or misleading.

- Post anything unrelated to our business, products or services.
- Post anything contrary to our public image, goodwill or reputation, provided that the foregoing will not apply to you if applicable law prohibits such limitations and restrictions.

This list of prohibitions provides examples and is not complete or exclusive. The Company reserves the right to terminate access to your account, this Site, or use of the Services with or without cause and with or without notice, for any reason or no reason, or for any action that the Company determines is inappropriate or disruptive to this Site or to any other user of this Site and/or Services. **The Company may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at the Company's discretion, the Company will cooperate with law enforcement agencies in any investigation of alleged illegal activity on this Site or on the Internet.**

You agree to indemnify and hold the Company and its officers, directors, employees, affiliates, agents, licensors, and business partners harmless from and against any and all costs, damages, liabilities, and expenses (including attorneys' fees and costs of defense) the Company or any other indemnified party suffers in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third-party that your use of this Site violates any applicable law or regulation, or the copyrights, trademark rights or other rights of any third-party.

Submissions.

You are responsible for the information, opinions, messages, comments, photos, videos, graphics, sounds and other content or material that you submit, upload, post or otherwise make available on or through the Site (each a "Submission") and through the Services available in connection with this Site . You may not upload, post or otherwise make available on this Site any material protected by copyright, trademark, or any other proprietary right without the express permission of the owner of such copyright, trademark or other proprietary right owned by a third-party, and the burden of determining whether any material is protected by any such right is on you. You shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, proprietary rights, violation of contract, privacy or publicity rights or any other harm resulting from any Submission that you make. You have full responsibility for each Submission you make, including its legality, reliability and appropriateness.

Unless otherwise explicitly stated herein or in the Company Privacy Policy, you agree that any Submission provided by you in connection with this Site is provided on a non-proprietary and non-confidential basis. You hereby grant to the Company a non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide license (including the right to sublicense through multiple tiers) to use, reproduce, process, adapt, publicly perform, publicly display, modify, prepare derivative works, publish, transmit and distribute each of your Submissions, or any portion thereof, in any form, medium or distribution method now known or hereafter existing, known or developed, and authorize others to use the Submissions. We may modify or adapt your Submissions in order to transmit, display or distribute them over computer networks and in various media and/or make changes to the Submissions as necessary to conform and adapt them to any requirements or limitations of any networks, devices, services or media. The Company agrees to use any personally identifiable information contained in any of your Submissions in accordance with the Company 's Privacy Policy.

You agree to pay for all royalties, fees, damages and any other monies owing any person by reason of any Submissions posted by you to or through this Site.

When you provide Submissions you agree that those Submissions shall not be in violation of the "Unauthorized Activities" paragraph below. Those prohibitions do not require the Company to monitor, police or remove any Submissions or other information submitted by you or any other user.

This list of prohibitions provides examples and is not complete or exclusive. The Company reserves the right to (a) terminate access to your account, your ability to post to this Site (or use the Services) and (b) refuse, delete or remove any Submissions; with or without cause and with or without notice, for any reason or no reason, or for any action that the Company determines is inappropriate or disruptive to this Site or to any other user of this Site and/or Services. **The Company may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at the Company's discretion, the Company will cooperate with law enforcement agencies in any investigation of alleged illegal activity on this Site or on the Internet.**

Unauthorized use of any Materials or Third-Party Content contained on this Site may violate certain laws and regulations.

You agree to indemnify and hold the Company and its officers, directors, employees, affiliates, agents, licensors, and business partners harmless from and against any and all costs, damages, liabilities, and expenses (including attorneys' fees and costs of defense) the Company or any other indemnified party suffers in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third-party that your use of this Site or the use of this Site by any person using your user name and/or password (including without limitation, your participation in the posting areas or, your Submissions) violates any applicable law or regulation, or the copyrights, trademark rights or other rights of any third-party.

Proprietary Rights.

SmartRent is a trademark of the Company in the United States. Other trademarks, names and logos on this Site are the property of their respective owners.

Unless otherwise specified in these Terms, all information and screens appearing on this Site, including documents, services, site design, text, graphics, logos, images and icons, as well as the arrangement thereof, are the sole property of the Company, Copyright © 2019 the Company. All rights not expressly granted herein are reserved. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner or license.

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Intellectual Property Infringement.

The Company respects the intellectual property rights of others, and we ask you to do the same. The Company may, in appropriate circumstances and at our discretion, terminate service and/or access to this Site for users who infringe the intellectual property rights of others. If you believe that your work is the subject of copyright infringement and/or trademark infringement and appears on our Site, please provide the Company's designated 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 and/or trademarked work claimed to have been infringed, or, if multiple 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 at the Site, and information reasonably sufficient to permit the Company to locate the material.
- Information reasonably sufficient to permit the Company to contact you as the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted.
- Information reasonably sufficient to permit the Company to contact you as the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted.
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The Company's agent for notice of claims of copyright or trademark infringement on this Site can be reached as follows:

Scottard Banks

scott.banks@smartrent.com

security@smartrent.com

480-371-2790

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

Submitting a DMCA Counter-Notification

We will notify you that we have removed or disabled access to copyright-protected material that you provided, if such removal is pursuant to a valid DMCA take-down notice that we have received. If you receive such notice from us, you may provide us with a counter-notification in writing to the Company designated agent that includes all of the following information:

- Your physical or electronic signature;

- 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 from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
- Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which the Company may be located, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

Termination of Repeat Infringers

The Company reserves the right, in its sole discretion, to terminate the account or access of any user of our web site and/or service who is the subject or repeated DMCA or other infringement notifications.

Disclaimer of Warranties.

Your use of this Site and/or the Services is at your own risk. The Materials have not been verified or authenticated in whole or in part by the Company, and they may include inaccuracies or typographical or other errors. The Company does not warrant the accuracy or timeliness of the Materials contained on this Site. The Company has no liability for any errors or omissions in the Materials, whether provided by the Company, our licensors or suppliers or other users.

THE COMPANY, FOR ITSELF AND ITS LICENSORS, MAKES NO EXPRESS, IMPLIED OR STATUTORY REPRESENTATIONS, WARRANTIES, OR GUARANTEES IN CONNECTION WITH THIS SITE, THE SERVICES, OR ANY MATERIALS RELATING TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED ON THIS SITE, INCLUDING WITHOUT LIMITATION THE MATERIALS. UNLESS OTHERWISE EXPLICITLY STATED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS SITE, THE SERVICES, AND MATERIALS, AND ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED ON THIS SITE IS PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" AND "WHERE-IS" BASIS WITH NO WARRANTY OF IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. THE COMPANY DOES NOT PROVIDE ANY WARRANTIES AGAINST VIRUSES, SPYWARE OR MALWARE THAT MAY BE INSTALLED ON YOUR COMPUTER.

Any products you purchase through the Site shall be subject to the manufacturer's warranty, if the manufacturer provides any warranty. You agree to make any warranty claims directly against the manufacturer of a product, and not SmartRent.

Limitation of Liability.

THE COMPANY SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES RESULTING FROM YOUR DISPLAYING, COPYING, OR DOWNLOADING ANY MATERIALS TO OR FROM THIS SITE, OR YOUR USE OF THE PRODUCTS PURCHASED ON THE SITE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY BE LIABLE TO YOU FOR ANY INDIRECT, EXTRAORDINARY, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) HOWEVER ARISING, EVEN IF THE COMPANY KNOWS THERE IS A POSSIBILITY OF SUCH DAMAGE. IN NO EVENT WILL COMPANY'S LIABILITY EXCEED FIVE HUNDRED DOLLARS (\$500). YOU ACKNOWLEDGE AND AGREE THAT IF YOU ARE A RESIDENT USING THIS SITE OR

THE SERVICES, YOUR PROPERTY MANAGER AND THE OWNER OF THE PROPERTY AT WHICH YOU RESIDE HAVE NO LIABILITY TO YOU FOR THE SITE OR THE SERVICES PROVIDED BY THE COMPANY

Local Laws; Export Control.

The Company controls and operates this Site from its headquarters in the United States of America and the Materials may not be appropriate or available for use in other locations. If you use this Site outside the United States of America, you are responsible for following applicable local laws.

Feedback.

If you send or transmit any communications, comments, questions, suggestions, or related materials to the Company, whether by letter, email, telephone, or otherwise (collectively, "Feedback"), suggesting or recommending changes to the Site, any Services offered through the Site or Materials, including, without limitation, new features or functionality relating thereto, all such Feedback is, and will be treated as, non-confidential and non-proprietary. Except as prohibited by applicable law, you hereby assign all right, title, and interest in, and the Company is free to use, without any attribution or compensation to you, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. Where the foregoing assignment is prohibited by law, you hereby grant Us an exclusive, transferable, worldwide, royalty-free, fully paid up license (including the right to sublicense) to use and exploit all Feedback as We may determine in our sole discretion. Notwithstanding the foregoing, you understand and agree that the Company is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and you have no right to compel such use, display, reproduction, or distribution.

Dispute Resolution and Arbitration; Class Action Waiver.

Please read the following (this "Provision") carefully. It affects your rights.

Most customer concerns can be resolved quickly and to a customer's satisfaction by contacting us at info@smartrent.com. This Provision facilitates the prompt and efficient resolution of any disputes that may arise between you and the Company. Arbitration is a form of private dispute resolution in which persons with a dispute waive their rights to file a lawsuit, to proceed in court and to a jury trial, and instead submit their disputes to a neutral third person (or arbitrator) for a binding decision. You have the right to opt-out of this Provision (as explained below), which means you would retain your right to litigate your disputes in a court, either before a judge or jury.

Please read this Provision carefully. It provides that all Disputes between you and the Company shall be resolved by binding arbitration. Arbitration replaces the right to go to court. In the absence of this arbitration agreement, you may otherwise have a right or opportunity to bring claims in a court, before a judge or jury, and/or to participate in or be represented in a case filed in court by others (including, but not limited to, class actions). Except as otherwise provided, entering into this agreement constitutes a waiver of your right to litigate claims and all opportunity to be heard by a judge or jury. There is no judge or jury in arbitration, and court review of an arbitration award is limited. The arbitrator must follow this agreement and can award the same damages and relief as a court (including attorney's fees).

For the purpose of this Provision, "the Company" means the Company and its parents, subsidiary, and affiliate companies, and each of their respective officers, directors, employees, and agents. The term "Dispute" means any dispute, claim, or controversy between you and the Company regarding any aspect of your relationship with the Company, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable theory, and includes the validity, enforceability or scope of this Provision (with the exception of the enforceability of the Class Action Waiver clause below). "Dispute" is to be given the broadest possible meaning that will be enforced, and shall include any claims against other parties relating to services or products provided or billed to you (such as the Company's licensors, suppliers, dealers or third-party vendors) whenever you also assert claims against us in the same proceeding.

WE EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL DISPUTES, AS DEFINED ABOVE, WHETHER PRESENTLY IN EXISTENCE OR BASED ON ACTS OR OMISSIONS IN THE PAST OR IN THE FUTURE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION RATHER THAN IN COURT IN ACCORDANCE WITH THIS PROVISION.

Pre-Arbitration Claim Resolution

For all Disputes, whether pursued in court or arbitration, you must first give the Company an opportunity to resolve the Dispute. You must commence this process by mailing written notification to the Company at 18835 N. Thompson Peak Pkwy, Suite 300, Scottsdale, AZ 85255. That written notification must include (1) your name, (2) your address, (3) a written description of your Claim, and (4) a description of the specific relief you seek. If the Company does not resolve the Dispute within 45 days after it receives your written notification, you may pursue your Dispute in arbitration. You may pursue your Dispute in a court only under the circumstances described below.

Exclusions from Arbitration/Right to Opt Out

Notwithstanding the above, you or the Company may choose to pursue a Dispute in court and not by arbitration if (a) the Dispute qualifies, it may be initiated in small claims court; or (b) YOU OPT-OUT OF THESE ARBITRATION PROCEDURES WITHIN 30 DAYS FROM THE DATE THAT YOU FIRST CONSENT TO THIS AGREEMENT (the "Opt-Out Deadline"). You may opt out of this Provision by mailing written notification to the Company, at 18835 N. Thompson Peak Pkwy, Suite 300, Scottsdale, AZ 85255. Your written notification must include (1) your name, (2) your address, and (3) a clear statement that you do not wish to resolve disputes with the Company through arbitration. Your decision to opt-out of this Arbitration Provision will have no adverse effect on your relationship with the Company. **Any opt-out request received after the Opt-Out Deadline will not be valid and you must pursue your Dispute in arbitration or small claims court.**

Arbitration Procedures

If this Provision applies and the Dispute is not resolved as provided above (Pre-Arbitration Claim Resolution) either you or the Company may initiate arbitration proceedings. The American Arbitration Association ("AAA"), www.adr.org, or JAMS, www.jamsadr.com, will arbitrate all Disputes, and the arbitration will be conducted before a single arbitrator. The arbitration shall be commenced as an individual arbitration, and shall in no event be commenced as a class arbitration. All issues shall be for the arbitrator to decide, including the scope of this Provision.

For arbitration before AAA, for Disputes of less than \$75,000, the AAA's Supplementary Procedures for Consumer-Related Disputes will apply; for Disputes involving \$75,000 or more, the AAA's Commercial Arbitration Rules will apply.

In either instance, the AAA's Optional Rules For Emergency Measures Of Protection shall apply. The AAA rules are available at www.adr.org or by calling 1-800-778-7879. For arbitration before JAMS, the JAMS Comprehensive Arbitration Rules & Procedures and the JAMS Recommended Arbitration Discovery Protocols For Domestic, Commercial Cases will apply. The JAMS rules are available at www.jamsadr.com or by calling 1-800-352-5267. This Provision governs in the event it conflicts with the applicable arbitration rules. Under no circumstances will class action procedures or rules apply to the arbitration.

Because the Site and these Terms concern interstate commerce, the Federal Arbitration Act ("FAA") governs the arbitrability of all Disputes. However, the arbitrator will apply applicable substantive law consistent with the FAA and the applicable statute of limitations or condition precedent to suit.

Arbitration Award – The arbitrator may award on an individual basis any relief that would be available pursuant to applicable law, and will not have the power to award relief to, against or for the benefit of any person who is not a party to the proceeding. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. Such award will be final and binding on the parties, except for any right of appeal provided by the FAA, and may be entered in any court having jurisdiction over the parties for purposes of enforcement.

Location of Arbitration – You or the Company may initiate arbitration in either Maricopa County, Arizona or the federal judicial district that includes your billing address. In the event that you select the federal judicial district that includes your billing address, the Company may transfer the arbitration to Maricopa County, Arizona in the event that it agrees to pay any additional fees or costs you incur as a result of the transfer, as determined by the arbitrator.

Payment of Arbitration Fees and Costs – the Company will pay all arbitration filing fees and arbitrator's costs and expenses upon your written request given prior to the commencement of the arbitration. You are responsible for all additional fees and costs that you incur in the arbitration, including, but not limited to, attorneys or expert witnesses. Fees and costs may be awarded as provided pursuant to applicable law. In addition to any rights to recover fees and costs under applicable law, if you provide notice and negotiate in good faith with the Company as provided in the section above titled "Pre-Arbitration Claim Resolution" and the arbitrator concludes that you are the prevailing party in the arbitration, you will be entitled to recover reasonable attorney's fees and costs as determined by the arbitrator.

Class Action Waiver

Except as otherwise provided in this Provision, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, consolidated action or private attorney general action) unless both you and the Company specifically agree to do so following initiation of the arbitration. **If you choose to pursue your Dispute in court by opting out of the Arbitration Provision, as specified above, this Class Action Waiver will not apply to you.** Neither you, nor any other user of the Site can be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding without having complied with the opt-out requirements above.

Jury Waiver

You understand and agree that by entering into this Agreement you and the Company are each waiving the right to a jury trial or a trial before a judge in a public court. In the absence of this Provision, you and the Company might otherwise have had a right or opportunity to bring Disputes in a court, before a judge or jury, and/or to participate or be

represented in a case filed in court by others (including class actions). Except as otherwise provided below, those rights are waived. Other rights that you would have if you went to court, such as the right to appeal and to certain types of discovery, may be more limited or may also be waived.

Severability

If any clause within this Provision (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that clause will be severed from this Provision, and the remainder of this Provision will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, this entire Provision will be unenforceable and the Dispute will be decided by a court.

Continuation

This Provision shall survive the termination of your service with the Company or its affiliates. Notwithstanding any provision in this Agreement to the contrary, we agree that if the Company makes any change to this Provision (other than a change to the Notice Address), you may reject any such change and require the Company to adhere to the language in this Provision if a dispute between us arises.

Language.

The parties hereto have expressly required that these Terms and all documents and notices relating thereto be drafted in the English language.

General.

The Company prefers to advise you if we feel you are not complying with these Terms and to recommend any necessary corrective action. However, certain violations of these Terms, as determined by the Company, may result in immediate termination of your access to this Site without prior notice to you. The Federal Arbitration Act, Arizona state law and applicable U.S. federal law, without regard to the choice or conflicts of law provisions, will govern these Terms. Foreign laws do not apply. The United Nations on Contracts for the International Sale of Goods and any laws based on the Uniform Computer Information Transactions Act (UCITA) shall not apply to these Terms. Any disputes relating to these Terms or this Site will be heard in the courts located in Maricopa County in the State of Arizona. If any of these Terms is found to be inconsistent with applicable law, then such term shall be interpreted to reflect the intentions of the parties, and no other terms will be modified. The Company's failure to enforce any of these Terms is not a waiver of such term. These Terms are the entire agreement between you and the Company and supersede all prior or contemporaneous negotiations, discussions or agreements between you and the Company about this Site. The proprietary rights, disclaimer of warranties, representations made by you, indemnities, limitations of liability and general provisions shall survive any termination of these Terms.

California Consumer Notice.

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: This Site and Service are provided by the Company, SmartRent. If you have purchased anything from the Site or through the Service, a description of what you have purchased and relevant pricing information are posted as part of the ordering

process for this Site (please consult your individual purchase confirmation e-mail for the charges you incurred). If you have a question or complaint regarding the Site or Service, please contact Customer Service by writing to support@smartrent.com or by calling 1 (833) 767-8736. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by post at 1625 North Market Blvd., Sacramento, CA 95834 or by telephone at (916) 445-1254 or (800) 952-5210 or Hearing Impaired at TDD (800) 326-2297 or TDD (916) 322-1700.

Contact Us.

If you have any questions about these Terms or otherwise need to contact the Company for any reason, you can reach us at:

Phone: 1 (833) 767-8736

Contact Us: Email:info@smartrent.com

Web:<https://web.archive.org/web/20230411165612/https://smartrent.com/contact-smartrent/>

Contact Sales: Email:sales@smartrent.com

Web:<https://web.archive.org/web/20230411165612/https://smartrent.com/contact-smartrent/>

Contact Support Email:support@smartrent.com

Web:<https://web.archive.org/web/20230411165612/https://smartrent.com/contact-smartrent/>



SmartRent is an enterprise smart home automation company developing software and hardware that empowers property owners, managers and homebuilders to effectively manage, protect and automate daily operational processes utilizing our proprietary Alloy Automation.

Corporate

8665 E. Hartford Drive
Scottsdale, AZ 85255
Suite 200

1 (833) 767-8736

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SMRT
LISTED
NYSE



All Systems Operational

EXHIBIT 12



Resident & Business

SmartRent® Service Agreement and Terms of Service

Last Modified: January 11, 2024.

You must read through the Terms before you can click on “I Agree.” By clicking in the checkbox and the “I Agree” button or executing an order, you are agreeing to be bound to these Terms. You will not be permitted to access the Services, Network, or use the Site unless you click “I Agree”. If you do not agree, do not click “I Agree.”

1. Introduction

SmartRent Technologies, Inc. (“SmartRent,” “we,” “our,” or “us”) is pleased to provide you with access to the www.smartrent.com website (“Site”), our WiFi network (“Network”), and the services or Network offered by SmartRent at the single-family house, student rental, apartment and/or apartment complex (“Property”) where you visit, park, work, or live (collectively, the “Services”). Except as otherwise specified in this Agreement (as defined below), reference to the Site and/or Services also includes the content, services, and any software that SmartRent provides that allows you to access and use the Site and/or Services from a Mobile Device (“Mobile Device”).

SmartRent does not guarantee up-time or specific rates of speed for the Services. SmartRent has no control over information obtained through the Services and cannot be held responsible for its content or accuracy. We do not guarantee the Site and/or Services will be available at all times or the quality of its performance. You agree that you assume all risk associated with your use of the Site and/or Services.

This SmartRent Services Agreement and Terms of Service (“Agreement”) is a legal document and is binding on the parties, and your use of the Network is conditioned upon your acceptance and agreement to the terms herein. Please read it carefully to make sure you understand the obligations that it creates. The Agreement governs your access to and use of the Network, Services, and the Site, and the contents therein.

SmartRent reserves the right to amend, alter, or modify the Agreement at any time without advance notice of such changes. In the event we make material changes to this Agreement, we will provide you with notice, addressed to the email address you provided. It is your sole responsibility to ensure that the email address provided is active and can

receive emails from us, and SmartRent will not be liable for your failure to receive notices sent to a properly addressed email.

By using the Site and/or Services, you agree to be bound by the terms of this Agreement on behalf of yourself and all members of your household, staff, employees, and others who use the Services under your account. If you do not accept the terms of this Agreement, you may not use the Services.

2. Assumption of Risk

You are responsible for ensuring that all devices or equipment you use to connect to the Network are running up-to-date anti-virus software. You acknowledge you are aware that your failure to maintain proper safeguards on any device or equipment connected to the Internet through the Network may expose it to worms, viruses, Trojan horses, denial-of-service attacks, intrusions, packet-sniffing, and other abuses by third parties.

You understand that wireless Internet access is inherently not secure, and you should adopt appropriate security measures when using the Network. You are solely responsible for the security of your equipment that you use to access and use the Network.

3. Purchases and Payment

3.1. Payment for Network Connectivity

This section is only applicable if you are required to pay for access to the Network pursuant to a separate agreement with SmartRent or your Landlord.

3.1.1. Payment to Landlord

If payment is collected by your Landlord, then in consideration for providing access to the Network, you agree to pay your Landlord the amount due for the Network Connectivity service you elected, and further agree to abide by the payment schedule and terms established with your Landlord. Network service termination will be processed in accordance with the terms established with your Landlord.

3.1.2. Payment to SmartRent

If payment is collected by SmartRent, then in consideration for providing access to the Network, you hereby agree to pay SmartRent monthly the amount due for the Network Connectivity service you selected in accordance with the SmartRent Network Connectivity Payment Terms found [here](#). Those SmartRent Network Connectivity Payment Terms will remain in effect until your subscription to the Network expires or otherwise terminates.

3.2. Payment for Product Purchases

If applicable, you agree to pay all fees or charges to your account for any product purchases you make through the Services. SmartRent will charge your payment method when your item ships. If you do not pay on time or if we cannot

charge your credit card, PayPal, or other payment method for any reason, we reserve the right to either suspend or terminate your access to the Service.

You expressly agree and permit SmartRent to bill you for the applicable fees, any applicable tax, and any other charges you may incur in connection with purchases made through the Service, and the fees will be billed to your account. If you have a balance due on any account, you agree that SmartRent may charge such unpaid fees to your credit card or otherwise bill you for such unpaid fees. Refunds for any purchased items through the Services will be in accordance with such purchased items' product warranties provided by the manufacturer of such product.

4. Network Registration Responsibilities

As part of completing your registration for access to the Network, you must establish an identity with your email address by selecting a password. You are solely responsible for maintaining the confidentiality of your username and password. You agree to take all reasonable measures necessary to ensure that your username and password is not used by another person. You agree that you are solely responsible for the use of your computer, devices, password, name, or username in connection with the Network by anyone other than yourself, and for ensuring that any such person does so in accordance with this Agreement.

5. Equipment for Network Access

To use the Network, you must meet the minimum computer, device, in-home network, and system requirements as identified by SmartRent [here](#).

Computer Equipment: The minimum equipment configuration standards may change from time to time and SmartRent is not responsible for supporting any equipment. If you are using equipment such as modems, gateways, routers, or wireless cards provided to you by SmartRent, you acknowledge that such equipment may require updates and/or changes from time to time and that you may be required to perform such updates and/or changes, as instructed by us. Notwithstanding the foregoing, you hereby authorize SmartRent to perform updates and/or changes to such equipment, on-site or remotely from time to time as we deem necessary.

Software: SmartRent does not support third party software or firmware. Any and all software and firmware provided by SmartRent for Network access is the property of SmartRent and/or its licensors. SmartRent hereby grants you a nonexclusive, nontransferable license to install and use on your equipment the software for use solely in connection with the use of the Network. Upon any termination of your access to the Network, this license will terminate.

No Technical Assistance: SmartRent does not provide technical assistance for the equipment or any software, including but not limited to gaming systems. Any questions concerning the equipment or software should be directed to the manufacturer of that product. Unless you have entered into an equipment service agreement with SmartRent, SmartRent is not responsible for the operation or support, maintenance, or repair of any equipment, software, or services that you use in connection with accessing the Network.

6. Monitoring and Enforcement of Access

SmartRent, in its sole discretion, will determine whether your use of the Network, Services and/or the Site is in compliance with the Agreement. To determine such compliance, SmartRent may take actions including but not limited to:

- Monitor your use of the Services and the Site for any purpose in our sole discretion and as SmartRent sees fit.
- Take any action SmartRent deems necessary if we believe your conduct on the Services or the Site violates the Agreement and/or could create liability for SmartRent.
- Disclose your identity or other information about you to any third party who claims that material you posted on the Site or Services violates their rights, including without limitation, their intellectual property rights or their right to privacy.
- Take legal action, including without limitation, referral to law enforcement, for any illegal use of the Services or the Site.
- Terminate or suspend your access to all or part of the Services and/or the Site for any or no reason, including without limitation, any violation of this Agreement.

7. Prohibited Uses

As an express condition to your use of the Network, Services, or the Site, you understand, acknowledge, and agree that you will not:

- Send, knowingly receive, upload, download, use, or re-use any material which violates the rights of any individual or entity or is illegal.
- Use it for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way, including without limitation, by exposing them to illegal or inappropriate content, asking for personally identifiable information, or otherwise.
- Transmit, or procure the sending of, any advertising or promotional material, including without limitation, any "junk mail," "chain letter," "spam," or any other similar solicitation.
- Impersonate or attempt to impersonate any person or entity.
- Engage in conduct that restricts or inhibits anyone's use or enjoyment of the Services or the Site, or which, as determined by us, may harm SmartRent or users of the Services or the Site or expose them to liability.
- Use it in any way that violates any applicable federal, state, local, or international law or regulation (including without limitation, any laws regarding the export of data or software to and from the US or other countries).
- Use it in any manner that could disable, overburden, damage, or impair the Services or the Site or interfere with any other party's use of the Services or the Site, including without limitation, their ability to engage in real time activities through the Services and the Site.
- Use an automated device, process or means, including but not limited to a bot or worm, that can access Services or Site resources, for the purpose of monitoring or copying any Network traffic, Services activity, or Site activity.
- Use any manual process to monitor or copy any Network traffic or resources available on the Network or for any other unauthorized purpose without our prior written consent.
- Interfere with the proper working of the Services or the Site.

- Introduce malware such as viruses, trojan horses, worms, logic bombs, or other software or material which is malicious or can be technologically harmful to the proper operation of the Services or the Site.
- Gain unauthorized access to, interfere with, damage, or disrupt any part of the Services, the Site, or any server, computer, database, or other resource or element connected to the Services or the Site.
- Violate, attempt to violate, or knowingly facilitate the violation of the security or integrity of the Services or the Site.
- Connect to "Peer to Peer" file sharing networks or download large files, such as CD ISO images.
- Access another person's computer, computer account, files, or data without permission.
- Attempt to circumvent or subvert system or network security measures.
- Create or run programs that are designed to identify security loopholes, to decrypt intentionally secured data, or to gain unauthorized access to any system.
- Use any means to decode or otherwise obtain restricted passwords or access control information.
- To otherwise attempt to interfere with the proper working of the Services or the Site.

This list is illustrative and shall not be deemed exhaustive of our rights.

In the event of a violation of these Prohibited Uses, SmartRent reserves the right to: (a) terminate access to your account, your ability to post to the Site (or use the Services); and (b) refuse, delete, or remove any Submissions, with or without cause and with or without notice, for any reason or no reason, or for any action that SmartRent determines is inappropriate or disruptive to the Site or the Services, or to any other user of the Site and/or Services. SmartRent may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at our discretion, SmartRent will cooperate with law enforcement agencies in any investigation of alleged illegal activity on this Services and Site or on the Internet.

8. Content Standards

As an express condition to your use of the Network, Services, or the Site, you understand, acknowledge, and agree that you will not use the Network, Services, or the Site to send, knowingly receive, upload, download, use, or re-use any content which:

- Contains any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promotes sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringes any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violates the legal rights (including without limitation the rights of publicity and privacy) of others or contains any material that could give rise to any civil or criminal liability under applicable laws or regulations.
- Is intended to or is reasonably likely to deceive any person.
- Promotes any illegal activity, or advocates, promotes, or assists any unlawful act.

- Causes annoyance, inconvenience, or needless anxiety or is likely to upset, embarrass, alarm, or annoy any other person.
- Impersonates any person or misrepresents your identity or affiliation with any person or organization.
- Involves commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Gives the impression that they emanate from or are endorsed by us or any other person or entity if this is not the case.

This list is illustrative and shall not be deemed exhaustive of our rights.

In the event of a violation of these Content Standards, SmartRent reserves the right to: (a) terminate access to your account, your ability to post to the Site (or use the Services); and (b) refuse, delete, or remove any Submissions, with or without cause and with or without notice, for any reason or no reason, or for any action that SmartRent determines is inappropriate or disruptive to the Site or the Services, or to any other user of the Site and/or Services. SmartRent may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at our discretion, SmartRent will cooperate with law enforcement agencies in any investigation of alleged illegal activity on this Services and Site or on the Internet.

9. Site or Services Submissions

You are responsible for the information, opinions, messages, comments, photos, videos, graphics, sounds, and other content or material that you submit, upload, post, or otherwise make available on or through the Site (each a "Submission") and through the Services. When you provide Submissions, you agree that those Submissions shall not be in violation of any provision in this Agreement. You may not upload, post, or otherwise make available on the Site or Services any material protected by copyright, trademark, or any other proprietary right without the express permission of the owner of such copyright, trademark, or other proprietary right owned by a third-party, and the burden of determining whether any material is protected by any such right is on you. You shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, proprietary rights, violation of contract, privacy or publicity rights, or any other harm resulting from any Submission that you make. You have full responsibility for each Submission you make, including its legality, reliability, and appropriateness.

Unless otherwise explicitly stated herein or in SmartRent's privacy policy, you agree that any Submission provided by you in connection with the Site and the Services is provided on a non-proprietary and non-confidential basis. You hereby grant SmartRent a non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide license (including the right to sublicense through multiple tiers) to use, reproduce, process, adapt, publicly perform, publicly display, modify, prepare derivative works, publish, transmit, and distribute each of your Submissions, or any portion thereof, in any form, medium, or distribution method now known or hereafter existing, known, or developed, and authorize others to use the Submissions. SmartRent may modify or adapt your Submissions in order to transmit, display, or distribute them over computer networks and in various media and/or make changes to the Submissions as necessary to conform and adapt them to any requirements or limitations of any networks, devices, services, or media.

You agree to pay for all royalties, fees, damages, and any other monies owing to any person by reason of any Submissions posted by you to or through the Site or the Services.

10. Proprietary Rights

SmartRent is a registered trademark of SmartRent in the United States. Other trademarks, names and logos on the Site are the property of their respective owners.

Unless otherwise specified in this Agreement, all information and screens appearing on the Site and Services, including documents, services, site design, text, graphics, logos, images, and icons, as well as the arrangement thereof, are the sole property of SmartRent, Copyright © of SmartRent. All rights not expressly granted herein are reserved. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner or license.

The Mobile Application software that is provided to you through the Site and Services and related documentation are "Commercial Items," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, if you are a government entity, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights reserved under the copyright laws of the United States.

11. Intellectual Property Infringement & DMCA Notification

SmartRent respects the intellectual property rights of others, and requires users of the Site, Services and/or Network to do the same. SmartRent may, in appropriate circumstances and at our discretion, terminate service and/or access to the Site or Services for users who infringe the intellectual property rights of others. If you believe that your work is the subject of copyright infringement and/or trademark infringement and appears on our Site or through the Services, please provide SmartRent's designated 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 and/or trademarked work claimed to have been infringed, or, if multiple 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 at the Site or the Services, and information reasonably sufficient to permit SmartRent to locate the material;
- Information reasonably sufficient to permit SmartRent to contact you as the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright and/or trademark owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

SmartRent's agent for notice of claims of copyright or trademark infringement on this Services and Site can be reached as follows:

SmartRent Legal Department
8665 E. Hartford Dr.
Scottsdale, AZ 85255
Email: legal@smartrent.com

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 individual liability.

11.1. Submitting a DMCA Counter-Notification

If removal to copyright-protected material that you provided is required pursuant to a valid DMCA take-down notice, SmartRent will notify you that such material has been removed or access disabled. If you receive such notice, you may provide a counter-notification in writing to SmartRent's designated agent that includes the following information:

- Your physical or electronic signature;
- 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 from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
- Your name, physical address, and telephone number, and a statement that you consent to the jurisdiction of a court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which SmartRent may be located, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

11.2. Termination of Access for Infringement

SmartRent reserves the right, in its sole discretion, to terminate the account or access of any user of the Site, Network, or Services who is the subject of or receives repeated DMCA or other infringement notifications.

12. Advertisements and Third-Party Links

The Site and Services may be linked to other web sites that are not SmartRent sites, including payment processing services that we work with to facilitate your purchase of any products on the Site and Services (all such sites, the "Third-Party Sites"). Certain areas of the Site and Services may allow you to interact and/or conduct transactions with such Third-Party Sites, and, if applicable, allow you to configure your privacy settings in your Third-Party Site account to permit your activities on the Site and Services to be shared with your contacts in your Third-Party Site account, and in certain situations, you may be transferred to a Third-Party Site through a link that may appear that you are still on the Site and Services. In any case, you acknowledge and agree that the Third-Party Sites may have different privacy policies and terms and conditions and/or user guides and business practices than SmartRent, and you further acknowledge and agree that your use of such Third-Party Sites is governed by the respective Third-Party Site privacy policy, terms and conditions, and/or user guides. You hereby agree to comply with any and all terms and conditions, users guides, and

privacy policies of any of Third-Party Sites. SmartRent has no control over Third-Party Sites and accepts no responsibility for them or for any loss or damage that may arise from your use of such Third-Party Sites. Without limiting any other provision in this Agreement, you agree that SmartRent WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, INFORMATION, RESOURCES, AND/OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY SITES AND/OR THIRD-PARTY DEALINGS OR COMMUNICATIONS, OR FOR ANY HARM RELATED THERETO, OR FOR ANY DAMAGES OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE CONTENT OR BUSINESS PRACTICES OF ANY THIRD-PARTY. Though the Site and Services may include advertisements for other services or products, any reference on the Site and Services to any product, service, publication, institution, organization of any third-party entity or individual does not constitute or imply SmartRent's endorsement or recommendation of such product, service, publication, institution, organization.

13. Mobile Applications

SmartRent makes available Mobile Applications to allow for access to the Site and the Services via a user's Mobile Device. To use the Mobile Application, you must have a Mobile Device that is compatible with the mobile service provider. SmartRent does not warrant that the Mobile Application will be compatible with your Mobile Device.

SmartRent hereby grants to you a non-exclusive, non-transferable, revocable license to use an object code copy of the Mobile Application for one registered account on one Mobile Device owned or leased solely by you, for your personal use. You may not: (i) modify, disassemble, decompile or reverse engineer the Mobile Application, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Application to any third-party or use the Mobile Application to provide time sharing or similar services for any third-party; (iii) make any copies of the Mobile Application; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Application, features that prevent or restrict use or copying of any content accessible through the Mobile Application, or features that enforce limitations on use of the Mobile Application; or (v) delete the copyright and other proprietary rights notices on the Mobile Application.

You acknowledge that SmartRent may from time-to-time issue upgraded versions of the Mobile Application and may automatically electronically upgrade the version of the Mobile Application that you are using on your Mobile Device. You consent to such automatic upgrading on your Mobile Device and agree that this Agreement will apply to all such upgrades.

The foregoing license grant is not a sale of the Mobile Application or any copy thereof, and SmartRent and its third-party licensors or suppliers retain all right, title, and interest in and to the Mobile Application (and any copy of the Mobile Application). Standard carrier data charges may apply to your use of the Mobile Application.

The following additional terms and conditions apply with respect to any Mobile Application that SmartRent provides to you designed for use on an Apple iOS-powered Mobile Device (an **"iOS App"**):

- You acknowledge that this Agreement is between you and SmartRent only, and not with Apple, Inc. (**"Apple"**).
- Your use of SmartRent's iOS App must comply with Apple's then-current App Store terms of service.
- SmartRent, and not Apple, is solely responsible for our iOS App and the Services and Content available thereon. You acknowledge that Apple has no obligation to provide maintenance and support services with respect to our iOS

App. To the maximum extent permitted by applicable law, Apple will have no warranty obligation whatsoever with respect to our iOS App.

- You agree that SmartRent, and not Apple, is responsible for addressing any claims by you or any third-party relating to our iOS App or your possession and/or use of our iOS App, including, but not limited to: (i) product liability claims; (ii) any claim that the iOS App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation, and all such claims are governed solely by this Agreement and any law applicable to us as provider of the iOS App.
- You agree that SmartRent, and not Apple, shall be responsible, to the extent required by this Agreement, for the investigation, defense, settlement, and discharge of any third-party intellectual property infringement claim related to our iOS App or your possession and use of our iOS App.
- You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) You are not listed on any U.S. Government list of prohibited or restricted parties.
- You agree to comply with all applicable third-party terms of agreement when using our iOS App (e.g., you must not be in violation of your wireless data service terms of agreement when using the iOS App).
- You agree that Apple and Apple’s subsidiaries are third-party beneficiaries to this Agreement as it relates to your license of SmartRent’s iOS App. Upon your acceptance of Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as they relate to your license of the iOS App as a third-party beneficiary thereof.

The following additional terms and conditions apply with respect to any Mobile Application that SmartRent provides to you designed for use on an Android-powered Mobile Device (an **“Android App”**):

- You acknowledge that this Agreement is between you and SmartRent only, and not with Google, Inc. (**“Google”**).
- Your use of SmartRent’s Android App must comply with Google’s then-current Android Market terms of service.
- Google is only a provider of the Android Market where you obtained the Android App. SmartRent, and not Google, are solely responsible for SmartRent’s Android App and the Services and Content available thereon. Google has no obligation or liability to you with respect to SmartRent’s Android App or these Terms.
- You acknowledge and agree that Google is a third-party beneficiary to the Agreement as it relates to SmartRent’s Android App.

The following additional terms and conditions apply with respect to any Mobile Application that SmartRent provides to you designed for use on an Android-powered Mobile Device and obtained from the Amazon App Store (an **“Amazon Android App”**):

- You acknowledge that this Agreement is between you and SmartRent only, and not with Amazon.com, Inc. (**“Amazon”**).
- Information that SmartRent collects from you or your device are subject to this Agreement and SmartRent’s privacy policy, and not to Amazon’s privacy policy.
- Amazon has no obligation or liability to you with respect to SmartRent’s Amazon Android App and the Services and Content available thereon. SmartRent, and not Amazon, are solely responsible for SmartRent’s Amazon Android App and the Services and Content available thereon.

- The Amazon Android App does not include any software that you may need to install on your Mobile Device in order to download applications from the Amazon App Store (the “Appstore Software”). The Appstore Software is licensed to you by Amazon pursuant to the terms of the then current Amazon Appstore for Android terms of use.

14. Using the Site and the Services

You can view certain parts of the Site and Services and not use any Services or the Site.

However, in order to access certain password-restricted areas of the Site and Services, you must register with us for an account and receive a password. You will also need to register in order to make a purchase, view your order history, and to see your device management dashboard, and to make use of certain Services and certain portions of the Site and Services.

The Services are not meant to serve regions outside the United States or Canada. SmartRent makes no representations or warranties that the Services are appropriate for use from locations outside the United States or Canada or compliant with laws outside the United States or Canada. If you choose to access the Services from outside the United States or Canada in violation of these Terms, you are responsible for compliance with local laws in relation to your use of the Services.

15. Password Restricted Areas of the Site and Services

If you desire to register for an account with SmartRent, you may be required to submit your name, e-mail address, and phone number through the account registration page on the Services or we may collect such information from your Landlord, and you will be required to set your password. If you are a resident of a property that contracts with us (a “**Resident**”), your property manager (the “**Property Manager**”) may provide us with additional information necessary to enable to access and use our device control dashboard, which allows you to control the smart devices in your residential unit. You consent to the Property Manager providing us with such information so that we may provide you with access to the Services. Once you have submitted your account registration information, our administrator shall have the right to approve or reject the requested registration, in our administrator’s sole discretion. If your account is approved by our administrator, you will be sent an e-mail that contains a password that will allow you to log-on to the Services using that password for the first time you log into your account on the Services to complete the account registration process.

You are responsible for maintaining the confidentiality of your password, and you are responsible for all activities that occur using your password. You agree not to share your password, let others access or use your password or do anything else that might jeopardize the security of your password. You agree to notify us if your password for this Services is lost, stolen, if you are aware of any unauthorized use of your password on this Services or if you know of any other breach of security in relation to this Services.

All the information that you provide when registering for an account and otherwise through the Services must be accurate, complete, and up to date. You may change, correct, or remove any information from your account by either logging into your account directly and making the desired changes or contacting SmartRent using the contact information at the end of these Terms requesting that we make the change.

16. Service Communications

Acting on behalf of you, your Property Manager, your Landlord, or your Employer, we may provide notices to you regarding this Agreement and/or as part of the Services by electronic communications (including e-mails, text messages, and notifications through the Mobile Application). Text messages may be sent to the phone number we have on file and emails will also be sent to the address we have on file. These electronic communications may include notices about account updates, access codes details, two factor authentication, maintenance communications, product changes and updates, service outages, reminders, and other information concerning or related to these Terms and/or the Services. These electronic communications may affect your legal relationship with SmartRent so you should read or listen to them carefully.

SmartRent does not charge for text messages, but you may incur charges or fees by your wireless provider to receive or reply to them. For example, where a communication must be sent to a Mobile Device (for example, for the purposes of two-factor authentication, an access code) you are responsible for procuring and paying for that device, and for any charges from your mobile service carrier, which are your sole responsibility. Message and data rates may apply. Landline and international numbers are not eligible for this feature.

SmartRent relies on the contact information that you provide, including but not limited to your email address and telephone numbers, to be accurate and up to date. This enables us to protect your security and the security of the Services. You must immediately notify us of any changes to this information, including any breach of your security or unauthorized use of your Mobile Device. If you do not do so you may be held responsible for any costs, losses or damage suffered as a result.

Message frequency is dependent on the Service usage. You may opt out of receiving text messages at any time by replying "STOP" from the Mobile Device receiving the text messages. In addition, you may text "STOP" to opt out at any time. You may continue to receive text messages for a short period while we process your request, and you will also receive a one-time text message confirming receipt of your request. For text message Service support or assistance, reply "HELP".

We may change any short code or telephone number we use to operate the text message Service at any time. You acknowledge that any messages, including any STOP or HELP requests, you send to a short code or telephone number we have changed may not be received and we will not be responsible for honoring requests made in such messages.

The wireless carriers supported by the text message service and SmartRent are not liable for delayed or undelivered messages. If you change your mobile phone number, you agree to opt out of the text message service prior to changing your mobile number. Without limiting any other provision in this Agreement, you agree to indemnify, defend, and hold us harmless from any third-party claims, liability, damages, or costs arising from your use of the text message service or from you supply us with a phone number that is not your own. Please refer to the SmartRent Privacy Policy, which is available [here](#) for more information.

17. Bandwidth

You understand and agree that SmartRent does not guarantee that any particular amount of bandwidth on the Network or guarantee that any speed or throughput will be available. You understand and agree that the speed of your Internet service will vary depending upon a number of factors, including your equipment, Internet traffic, Network capacity

limitations, system failures, modifications, upgrades, repairs, governmental actions, and other events beyond SmartRent's control.

18. Minors

By using the Network, the Services, or the Site, you represent, acknowledge and agree that you are at least 18 years of age, or if you are under 18 years of age but are at least 13 years old (a "**Minor**"), that you are using the Services, Network and/or the Site with the consent of your parent or legal guardian and that you have received your parent's or legal guardian's permission to consent to this Agreement. If you are a parent or legal guardian of a Minor, you are liable for the Minor's use of the Services, Network, and/or the Site. **Persons under the age of 13 are prohibited from using the Services, Network, or Site.**

19. Termination of Access

You may terminate your access to the Services as set forth in the agreement between you and the Landlord.

SmartRent may terminate this Agreement and/or your access to the Site, Network, or Services at any time and without notice, upon a breach of this Agreement. In the event of termination for breach, SmartRent may impose an early termination fee that is the greater of one month's service or the prorated amount of the remaining subscription/service term.

Upon termination: (i) the rights granted by SmartRent to you will cease immediately (except as set forth in this section); (ii) the rights granted by the Landlord will cease immediately; and (iii) after a commercially reasonable period of time, SmartRent may delete any data relating to your account.

20. Warranty

SMARTRENT IS NOT LIABLE FOR ANY LOSS OF DATA RESULTING FROM DELAYS, NON-DELIVERIES, MIS-DELIVERIES, OR SERVICE INTERRUPTION, HOWEVER CAUSED. SMARTRENT IS NOT LIABLE FOR ANY DAMAGE, UNDESIRE RESOURCE USAGE, OR DETRIMENTAL EFFECTS THAT MAY OCCUR TO YOUR EQUIPMENT AND/OR SOFTWARE WHILE YOUR EQUIPMENT IS ATTACHED TO THE NETWORK OR USING THE SITE OR SERVICES. SMARTRENT MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND AND EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, COVENANTS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, NON-INFRINGEMENT, UNINTERRUPTED, OR ERROR FREE SERVICE.

SMARTRENT, FOR ITSELF AND ITS LICENSORS, MAKES NO EXPRESS, IMPLIED, OR STATUTORY REPRESENTATIONS, WARRANTIES, OR GUARANTEES IN CONNECTION WITH THE SITE, THE NETWORK, THE SERVICES, OR ANY MATERIALS RELATING TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY, OR COMPLETENESS OF ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED ON THE SITE, INCLUDING WITHOUT LIMITATION THE MATERIALS. UNLESS OTHERWISE EXPLICITLY STATED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SITE, THE SERVICES, AND MATERIALS, AND ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED ON THE SITE IS PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE", AND "WHERE-IS" BASIS WITH NO WARRANTY OF IMPLIED WARRANTY OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. SMARTRENT DOES NOT PROVIDE ANY WARRANTIES AGAINST VIRUSES, SPYWARE, OR MALWARE THAT MAY BE INSTALLED ON YOUR COMPUTER.

ANY PRODUCTS YOU PURCHASE THROUGH THE SITE AND SERVICE SHALL BE SUBJECT TO THE MANUFACTURER'S WARRANTY, IF THE MANUFACTURER PROVIDES ANY WARRANTY. YOU AGREE TO MAKE ANY WARRANTY CLAIMS DIRECTLY AGAINST THE MANUFACTURER OF A PRODUCT, AND NOT SMARTRENT.

21. Waiver and Indemnity

YOU AGREE TO WAIVE AND HOLD SMARTRENT, ITS AFFILIATES, LICENSEES, SERVICE PROVIDERS, THE PROPERTY LANDLORD, AND PROPERTY MANAGER HARMLESS FROM ANY CLAIMS YOU MAY HAVE ARISING FROM YOUR USE OF THE NETWORK, THE SITE, OR THE SERVICES, INCLUDING FROM ANY INVESTIGATIONS UNDERTAKEN BY EITHER SMARTRENT OR LAW ENFORCEMENT AUTHORITIES.

YOU AGREE TO INDEMNIFY SMARTRENT, ITS AFFILIATES, LICENSEES, SERVICE PROVIDERS, THE PROPERTY LANDLORD, AND THE PROPERTY MANAGER FROM ANY LIABILITY ARISING FROM YOUR USE OF THE NETWORK, THE SITE, OR THE SERVICES.

22. Limitation of Liability

SMARTRENT SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES RESULTING FROM YOUR DISPLAYING, COPYING, OR DOWNLOADING ANY MATERIALS TO OR FROM THE SITE, OR FROM YOUR USE OF THE PRODUCTS PURCHASED ON THE SITE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SMARTRENT BE LIABLE TO YOU FOR ANY INDIRECT, EXTRAORDINARY, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) HOWEVER ARISING, EVEN IF SMARTRENT KNOWS THERE IS A POSSIBILITY OF SUCH DAMAGE. IN NO EVENT WILL SMARTRENT'S LIABILITY EXCEED FIVE HUNDRED DOLLARS (\$500).

YOU ACKNOWLEDGE AND AGREE THAT IF YOU ARE A RESIDENT USING THE SITE OR THE SERVICES, YOUR PROPERTY MANAGER AND THE OWNER OF THE PROPERTY AT WHICH YOU RESIDE HAVE NO LIABILITY TO YOU FOR THE SITE OR THE SERVICES PROVIDED BY SMARTRENT.

23. Dispute Resolution and Arbitration; Class Action Waiver

This Dispute Resolution and Arbitration; Class Action Waiver section (collectively, the **"Dispute Resolution"**) provides that all disputes between you and SmartRent shall be resolved by binding arbitration and that you expressly waive your right to a court or jury trial and/or your right to initiate a class action. For the purpose of this Dispute Resolution section, the reference to SmartRent includes its directors, employees, agents, affiliates, licensees, service providers, property landlord, and property manager. Prior to bringing action for any dispute, you must first give SmartRent an opportunity to resolve the dispute. You must commence this process by mailing a written notification to SmartRent at 8665 E. Hartford Drive, Suite 120, Scottsdale, AZ 85255. That written notification must include (1) your name, (2) your address, (3) a written description of your dispute, and (4) a description of the specific relief you seek. If SmartRent does not resolve the dispute within 45 days after it receives your written notification, you may pursue your dispute in arbitration.

ARBITRATION REPLACES THE RIGHT TO GO TO THE COURT TO RESOLVE DISPUTES. YOU AGREE THAT ANY AND ALL DISPUTES, WHETHER PRESENTLY IN EXISTENCE OR BASED ON ACTS OR OMISSIONS IN THE PAST OR IN THE FUTURE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION RATHER THAN IN COURT.

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration proceedings shall be heard by one independent arbitrator who shall be an attorney or retired judge. The arbitration shall be held in Scottsdale, Arizona. All matters within the scope of the Federal Arbitration Act (9 U.S.C. 1, et seq.) will be governed by it and not by any state arbitration law. The tribunal shall have the power to rule on any challenge to its own jurisdiction or to the validity or enforceability of any portion of the agreement to arbitrate. The parties agree to arbitrate solely on an individual basis, and that this agreement does not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. The arbitral tribunal may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. Notwithstanding any preexisting right of the tribunal to rule upon the tribunal's power to rule on its own jurisdiction and the validity or enforceability of the agreement to arbitrate, the tribunal has no power to rule on the validity or enforceability of the agreement to arbitrate solely on an individual basis. In the event the prohibition on class arbitration is deemed invalid or unenforceable, then the remaining portions of the arbitration agreement will remain in force.

Confidential. Other than as may be required by law, the entire arbitration proceedings (including, but not limited to, any rulings, decisions, or orders of the arbitrator), shall remain confidential and not be disclosed to anyone other than the parties to this Agreement.

Limitations Period. Any and all claims and actions arising out of or relating to the use of the Services shall be commenced within one (1) year from the occurrence of the facts giving rise to such claim or action, or such claim or action shall be barred.

24. Governing Law

This Agreement shall be governed by and constructed in accordance with the laws of the State of Arizona, excluding its conflict of laws principles. The exclusive jurisdiction for any dispute not covered by the terms of the Dispute Resolution provision set forth in this Agreement may be filed only in the state or federal courts located in the State of Arizona, United States.

YOU HEREBY WAIVE ANY RIGHT YOU MAY NOW HAVE OR HEREAFTER POSSESS TO A TRIAL BY JURY.

25. No Waiver

No waiver of any provision in this Agreement shall be effective unless made in writing and signed by SmartRent. No waiver of any provision, or any breach of this Agreement shall constitute a waiver of any other provisions or constitute acceptance of any other or further breach.

26. Severability

If any provision or portion of this Agreement should be held unenforceable, illegal, or invalid for any reason, then that provision or portion shall be modified or deleted in such manner as to render the remainder of the provision and remaining provisions of the Agreement valid and enforceable.

27. Local Laws; Export Control

SmartRent controls and operates the Site, Network, and the Services from its headquarters in the United States of America and the Materials may not be appropriate or available for use in other locations. If you use the Site and Services outside the United States of America in violation of these Terms, you are responsible for following applicable local laws.

28. Feedback

If you send or transmit any communications, comments, questions, suggestions, or related materials to us, whether by letter, email, telephone, or otherwise (collectively, "Feedback"), suggesting or recommending changes to the Site, the Network, the Services, Materials, including, without limitation, new features or functionality relating thereto, all such Feedback is, and will be treated as, non-confidential and non-proprietary. Except as prohibited by applicable law, you hereby assign all right, title, and interest in, and SmartRent is free to use, without any attribution or compensation to you, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. Where the foregoing assignment is prohibited by law, you hereby grant SmartRent an exclusive, transferable, worldwide, royalty-free, fully paid-up license (including the right to sublicense) to use and exploit all Feedback as we may determine in our sole discretion. Notwithstanding the foregoing, you understand and agree that SmartRent is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and you have no right to compel such use, display, reproduction, or distribution.

29. General

29.1 Assignment

You may not assign or transfer any part of this Agreement without the written consent of SmartRent. SmartRent may assign this Agreement to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets without providing notice. Any other attempt to transfer or assign is void.

29.2 Force Majeure

SmartRent shall be excused from performance of its obligations under this Agreement if such a failure to perform results from compliance with any requirement of applicable law or other causes beyond the reasonable control of SmartRent (for example, acts of god, strike, embargo, terrorist attack, war, physical or electronic sabotage, earthquake, fire, explosion, flood, drought, severe weather, natural disaster, supplier failures, power failure, internet or communications failures, third party internet services provider failures, denial-of-service attacks, epidemics, pandemics,

public health emergencies, strikes or other labor issues, supply issues, travel bans, acts of government or governmental agencies, insurrection or riot).

29.3 Notice

Notices must be sent via first class, airmail, or overnight courier and are deemed given when received. Notices may also be sent to the applicable account email address and are deemed given when sent. Notices to SmartRent must be sent to SmartRent Technologies, Inc., 8665 E. Hartford Drive, Suite 120, Scottsdale, AZ 85255, Attn: Chief Financial Officer, with a copy to the Legal Department.

29.4 Entire Agreement and Agency

The Agreement, including any Order Form and the SmartRent's Privacy Policy, constitute the entire agreement between you and SmartRent with respect to the subject matter of this Agreement, and supersedes and replaces any prior or contemporaneous understandings and agreements, whether written or oral, with respect to the subject matter of this Agreement. If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: the Master Services Agreement (if applicable), this Agreement, the order form, and the Privacy Policy. No joint venture, partnership, employment, agency or exclusive relationship exists between the parties as a result of this Agreement or use of the Service.

30. Contact SmartRent

If you have any questions about these Terms or otherwise need to contact SmartRent for any reason, you can reach SmartRent at:

Contact SmartRent:info@smartrent.com or <https://smartrent.com/contact-smartrent/>

Contact Sales:sales@smartrent.com or <https://smartrent.com/contact-smartrent/>

Contact Support:support@smartrent.com or <https://smartrent.com/contact-smartrent/>

SmartRent is an enterprise smart home automation company developing software and hardware that empowers property owners, managers and homebuilders to effectively manage, protect and automate daily operational processes utilizing our proprietary Alloy Automation.

EXHIBIT 13

COMMERCIAL

Commercial

Arbitration Rules and Mediation Procedures

Including Procedures for Large, Complex Commercial Disputes



American Arbitration Association®

Available online at adr.org/commercial
Rules Amended and Effective September 1, 2022

If you would like to speak to a member of the AAA Commercial Team, please visit <https://go.adr.org/commercial-contact.html>.

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Commercial Arbitration Rules and Mediation Procedures

(Including Procedures for Large, Complex Commercial Disputes)



Important Notice

These rules and any amendment of them shall apply in the form in effect at the time the administrative filing requirements are met for a demand for arbitration or submission agreement received by the AAA[®]. To ensure that you have the most current information, see our web site at www.adr.org.

Introduction

Each year, many millions of business transactions take place. Occasionally, disagreements develop over these business transactions. Many of these disputes are resolved by arbitration, the voluntary submission of a dispute to an impartial person or persons for final and binding determination. Arbitration has proven to be an effective way to resolve these disputes privately, promptly, and economically.

The American Arbitration Association[®] (AAA), a not-for-profit, public service organization, offers a broad range of dispute resolution services to business executives, attorneys, individuals, trade associations, unions, management, consumers, families, communities, and all levels of government. Services are available through AAA headquarters in New York and through offices located in major cities throughout the United States. Hearings may be held at locations convenient for the parties and are not limited to cities with AAA offices. In addition, the AAA serves as a center for education and training, issues specialized publications, and conducts research on various forms of alternative dispute resolution.

Standard Arbitration Clause

The parties can provide for arbitration of future disputes by inserting the following clause into their contracts:

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Arbitration of existing disputes may be accomplished by use of the following:

We, the undersigned parties, hereby agree to submit to arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules the following Controversy: (describe briefly). We further agree that the above controversy be submitted to (one) (three) arbitrator(s). We further agree that we will faithfully observe this agreement and the rules, that we will abide by and perform any award rendered by the arbitrator(s), and that a judgment of any court having jurisdiction may be entered on the award.

The services of the AAA are generally concluded with the transmittal of the award. Although there is voluntary compliance with the majority of awards, judgment on the award can be entered in a court having appropriate jurisdiction if necessary.

Administrative Fees

The AAA charges a filing fee based on the amount of the claim or counterclaim. This fee information, which is included with these rules, allows the parties to exercise control over their administrative fees. The fees cover AAA administrative services; they do not cover arbitrator compensation or expenses, if any, reporting services, or any post-award charges incurred by the parties in enforcing the award.

Mediation

Subject to the right of any party to opt out, in cases where a claim or counterclaim exceeds \$100,000, the Rules provide that the parties shall mediate their dispute upon the administration of the arbitration or at any time when the arbitration is pending. In mediation, the neutral mediator assists the parties in reaching a

settlement but does not have the authority to make a binding decision or award. Mediation is administered by the AAA in accordance with its Commercial Mediation Procedures. There is no additional filing fee where parties to a pending arbitration attempt to mediate their dispute under the AAA's auspices.

Although these rules include a mediation procedure that will apply to many cases, parties may still want to incorporate mediation into their contractual dispute settlement process. Parties can do so by inserting the following mediation clause into their contract in conjunction with a standard arbitration provision:

If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure.

If the parties want to use a mediator to resolve an existing dispute, they can enter into the following submission agreement:

The parties hereby submit the following dispute to mediation administered by the American Arbitration Association under its Commercial Mediation Procedures. (The clause may also provide for the qualifications of the mediator(s), method of payment, locale of meetings, and any other item of concern to the parties.)

Large, Complex Cases

Unless the parties agree otherwise, the Procedures for Large, Complex Commercial Disputes, which appear in this pamphlet, will be applied to all cases administered by the AAA under the Commercial Arbitration Rules in which the disclosed claim or counterclaim of any party is at least \$1,000,000 exclusive of claimed interest, arbitration fees and costs. The key features of these Procedures include:

- > A highly qualified, trained Roster of Neutrals;
- > A mandatory preliminary hearing with the arbitrators, which may be conducted by teleconference or other electronic means;
- > Broad arbitrator authority to order and control the exchange of information, including depositions;
- > A presumption that hearings will proceed on a consecutive or block basis.

Commercial Arbitration Rules

R-1. Agreement of Parties*

- (a)** The parties shall be deemed to have made these Rules a part of their arbitration agreement whenever they have provided for arbitration by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules or for arbitration by the AAA of a domestic commercial dispute without specifying particular rules. These Rules and any amendment to them shall apply in the form in effect at the time the administrative requirements are met for a Demand for Arbitration or Submission Agreement received by the AAA. Any disputes regarding which AAA rules shall apply shall be decided by the AAA. The parties, by written agreement, may vary the procedures set forth in these Rules. After appointment of the arbitrator, such modifications may be made only with the consent of the arbitrator.
- (b)** Unless the parties agree or the AAA determines otherwise, the Expedited Procedures shall apply in any case in which no disclosed claim or counterclaim exceeds \$100,000, exclusive of interest, attorneys’ fees, and arbitration fees and costs. Parties may also agree to use these Procedures in larger cases. Unless the parties agree otherwise, these Procedures will not apply in cases involving more than two parties. The Expedited Procedures shall be applied as described in Procedures E-1 through E-10, in addition to any other portion of these Rules that is not in conflict with the Expedited Procedures.
- (c)** Unless the parties agree otherwise, the Procedures for Large, Complex Commercial Disputes shall apply to all cases in which the disclosed claim or counterclaim of any party is at least \$1,000,000, exclusive of claimed interest, attorneys’ fees, arbitration fees and costs. Parties may also agree to use the Procedures in cases involving claims or counterclaims under \$1,000,000 or in nonmonetary cases. The Procedures for Large, Complex Commercial Disputes shall be applied as described in Procedures L-1 through L-3 in addition to any other portion of these Rules that is not in conflict with the Procedures for Large, Complex Commercial Disputes.
- (d)** Parties may, by agreement, apply the Expedited Procedures; the Procedures for Large, Complex Commercial Disputes; or the Procedures for the Resolution of Disputes Through Document Submission (Procedure E-6) to any dispute.
- (e)** All other cases shall be administered in accordance with Rules R-1 through R-60 of these Rules.

** The AAA will apply the Employment/Workplace Rules to any dispute between an individual employee or an independent contractor (working or performing as an individual and not incorporated) and a business or organization and the dispute involves work or work-related claims, including any statutory claims and including work-related claims under independent contractor agreements. Should a contract call for the Consumer Rules, and the dispute is not between a consumer and a business, the AAA has the discretion to apply the Commercial Rules and Commercial Fee schedule. (Revised 5/1/25)*

** Beginning June 1, 2021, the AAA will apply the Consumer Arbitration Fee Schedule to any dispute between an online marketplace or platform and an individual user or subscriber (using or subscribed to the service as an individual and not incorporated) and the dispute does not involve work or work-related claims.*

R-2. AAA, Delegation of Duties, Conduct of Parties, Administrative Review Council

- (a) When parties agree to arbitrate under these Rules, or when they provide for arbitration by the AAA and an arbitration is initiated under these Rules, they thereby authorize the AAA to administer the arbitration.
- (b) The authority and duties of the AAA are prescribed in the agreement of the parties and in these Rules, and may be carried out through such of the AAA's representatives as it may direct. The AAA may, in its discretion, assign the administration of an arbitration to any of its offices. Arbitrations administered under these Rules shall only be administered by the AAA or by an individual or organization authorized by the AAA to do so.
- (c) The AAA requires that parties and their representatives conduct themselves in accordance with the AAA's *Standards of Conduct for Parties and Representatives* when utilizing the AAA's services. Failure to do so may result in the AAA's declining to further administer a particular case or caseload.
- (d) For cases proceeding under the Procedures for Large, Complex Commercial Disputes, and for other cases where the AAA, in its sole discretion, deems it appropriate, the AAA may act through its Administrative Review Council to take the following administrative actions:
 - i) determine challenges to the appointment or continuing service of an arbitrator;
 - ii) make an initial determination as to the locale of the arbitration, subject to the power of the arbitrator to make a final determination; or
 - iii) decide whether a party has met the administrative requirements to file an arbitration under these Rules.

R-3. National Roster of Arbitrators

The AAA shall establish and maintain a National Roster of Arbitrators ("National Roster") and shall appoint arbitrators as provided in these Rules. The term "arbitrator" in these Rules refers to the arbitration panel, constituted for a particular case, whether composed of one or more arbitrators, or to an individual arbitrator, as the context requires.

R-4. Filing Requirements and Procedures

- (a) Filing Requirements
 - i) Arbitration under an arbitration provision in a contract shall be initiated by the initiating party ("claimant") filing with the AAA a Demand for Arbitration, the administrative filing fee, and a copy of the applicable arbitration agreement from the parties' contract which provides for arbitration. The filing fee must be paid before a matter is considered properly filed.

- ii) Arbitration pursuant to a court order shall be initiated by the initiating party filing with the AAA a Demand for Arbitration, the administrative filing fee, and a copy of any applicable arbitration agreement from the parties' contract which provides for arbitration.
 - a) The filing party shall include a copy of the court order.
 - b) The filing fee must be paid before a matter is considered properly filed. If the court order directs that a specific party is responsible for the filing fee, it is the responsibility of the filing party to either make such payment to the AAA and seek reimbursement as directed in the court order or to make other such arrangements so that the filing fee is submitted to the AAA with the Demand.
 - c) The party filing the Demand with the AAA is the claimant and the opposing party is the respondent regardless of which party initiated the court action. Parties may request that the arbitrator alter the order of proceedings if necessary pursuant to Rule R-33.
 - iii) Parties to any existing dispute who have not previously agreed to use these Rules may commence an arbitration under these Rules by filing a written Submission Agreement and the administrative filing fee. To the extent that the parties' Submission Agreement contains any variances from these Rules, such variances should be clearly stated in the Submission Agreement.
 - iv) Information to be included with any arbitration filing includes:
 - a) the name of each party;
 - b) the address of each party and, if known, the telephone number and email address;
 - c) if applicable, the name, address, telephone number, and email address of any known representative for each party;
 - d) a statement setting forth the nature of the claim including the relief sought and the amount involved; and
 - e) the locale requested if the arbitration agreement does not specify one.
- (b) Filing Procedures**
- i) The initiating party may file or submit a dispute to the AAA in the following manner:
 - a) through AAA WebFile®, located at www.adr.org;
 - b) by filing the complete Demand or Submission with any AAA office, regardless of the intended locale of hearing; or
 - c) by emailing the complete Demand or Submission to casefiling@adr.org, with payment to follow as directed by the AAA.
 - ii) The filing party shall simultaneously provide a copy of the Demand and any supporting documents to the opposing party.

- iii) Any papers, notices, or process necessary or proper for the initiation of an arbitration under this Rule may be served on a party:
 - a) by mail addressed to the party or its authorized representative at their last known address;
 - b) by electronic service/email, with the prior agreement of the party being served;
 - c) by personal service; or
 - d) by any other service methods provided for under the applicable procedures of the courts of the state where the party to be served is located.
 - iv) The AAA shall provide notice to the parties (or their representatives if so named) of the receipt of a Demand or Submission when the administrative filing requirements have been satisfied. The date on which the filing requirements are satisfied shall establish the date of filing the dispute for administration. However, all disputes in connection with the AAA's determination of the date of filing may be decided by the arbitrator.
 - v) It is the responsibility of the filing party to ensure that any conditions precedent to the filing of a case are met prior to filing an arbitration, as well as any time requirements associated with the filing. Any dispute regarding whether a condition precedent has been met may be raised with the arbitrator for determination.
 - vi) The AAA has the authority to make an administrative determination whether the filing requirements set forth in this Rule have been met.
 - vii) If the filing does not satisfy the filing requirements set forth in Section (a) above, the AAA shall acknowledge to all named parties receipt of the incomplete filing, and the filing may be returned to the initiating party.
- (c) *Authority of arbitrator.* Any decision made by the AAA regarding filing requirements and procedures shall not interfere with the arbitrator's authority to determine jurisdiction pursuant to Rule R-7.

R-5. Answers and Counterclaims

- (a) A respondent may file an answering statement with the AAA within 14 calendar days after notice of the filing of the Demand is sent by the AAA. The respondent shall, at the time of any such filing, send a copy of any answering statement to the claimant and to all other parties to the arbitration. If no answering statement is filed within the stated time, the respondent will be deemed to deny the claim. Failure to file an answering statement shall not operate to delay the arbitration.
- (b) A respondent may file a counterclaim at any time after notice of the filing of the Demand is sent by the AAA, subject to the limitations set forth in Rule R-6. The respondent shall send a copy of the counterclaim to the claimant and all other parties to the arbitration. If a counterclaim is asserted, it shall include a statement setting forth the nature of the counterclaim including the relief sought and the

amount involved. The filing fee as specified in the applicable AAA Fee Schedule must be paid at the time of filing. The claimant may file an answering statement or reply in response to the counterclaim with the AAA within 14 calendar days after notice of the filing of the counterclaim is sent by the AAA.

- (c) If the respondent alleges that a different arbitration provision is controlling, the matter will be administered in accordance with the arbitration provision submitted by the initiating party subject to a final determination by the arbitrator.
- (d) If the counterclaim does not meet the requirements for filing a claim and the deficiency is not cured by the date specified by the AAA, it may be returned to the filing party.

R-6. Changes of Claim

- (a) A party may at any time prior to the close of the hearing or by any earlier date established by the arbitrator increase or decrease the amount of its claim or counterclaim. Written notice of the change of claim amount must be provided to the AAA and all parties. If the change of claim amount results in an increase in the administrative fee, the balance of the fee is due before the change of claim or counterclaim amount may be accepted by the arbitrator. After the arbitrator is appointed, however, a party may increase the amount of its claim or counterclaim, or alter its request for non-monetary relief, only with the arbitrator's consent.
- (b) Any new or different claim or counterclaim, as opposed to an increase or decrease in the amount of a pending claim or counterclaim, shall be made in writing and filed with the AAA, and a copy shall be provided to the other party, who shall have 14 calendar days from the date of such transmittal within which to file an answer to the proposed change of claim or counterclaim with the AAA. After the arbitrator is appointed, however, no new or different claim or counterclaim may be submitted except with the arbitrator's consent.
- (c) A party that filed a claim or counterclaim of an undisclosed or undetermined amount must specify the amount of the claim or counterclaim to the AAA, all parties, and the arbitrator at least seven calendar days prior to the commencement of the hearing or by any other date established by the arbitrator. If the disclosed amount of the claim or counterclaim results in an increased filing fee, that fee must be paid at the time the claim or counterclaim amount is disclosed. For good cause shown and with the consent of the arbitrator, a party may proceed to the hearing with an undisclosed or undetermined claim or counterclaim, provided that the final amount of the claim or counterclaim is set forth in a post-hearing brief or submission and any appropriate filing fee is paid.

R-7. Jurisdiction

- (a) The arbitrator shall have the power to rule on his or her own jurisdiction, including any objections with respect to the existence, scope, or validity of the arbitration agreement or to the arbitrability of any claim or counterclaim, without any need to refer such matters first to a court.

- (b)** The arbitrator shall have the power to determine the existence or validity of a contract of which an arbitration clause forms a part. Such an arbitration clause shall be treated as an agreement independent of the other terms of the contract. A decision by the arbitrator that the contract is null and void shall not for that reason alone render invalid the arbitration clause.
- (c)** A party must object to the jurisdiction of the arbitrator or to the arbitrability of a claim or counterclaim no later than the filing of the answering statement to the claim or counterclaim that gives rise to the objection. The arbitrator may rule on such objections as a preliminary matter or as part of the final award.

R-8. Consolidation and Joinder

(a) Consolidation

- i)** Two or more arbitrations may be consolidated if all parties to all of the arbitrations to be consolidated so agree.
- ii)** Unless all parties agree to consolidation, the party requesting consolidation of two or more arbitrations must file with the AAA and serve on all other parties a written request for consolidation with the supporting reasons for such request within 90 days of the date the AAA determines that all administrative filing requirements were satisfied for the last-filed case that is part of the consolidation request. Such time limit may be extended by the arbitrator appointed in the first-filed case upon a showing of good cause for the late request. The other parties to the arbitrations shall provide their written responses to the consolidation request within 10 calendar days after the AAA sends notice of receipt of the request.
- iii)** At its discretion, the AAA either may direct that the consolidation request be decided by the arbitrator appointed in the first-filed case or may appoint a consolidation arbitrator for the sole purpose of deciding the consolidation request.
- iv)** The arbitrator deciding consolidation may order consolidation of two or more cases for all purposes or for such limited purposes and under such conditions as the arbitrator may direct.
- v)** Absent agreement of all parties, an arbitrator appointed for the sole purpose of deciding the consolidation request shall have no further power to act, and shall be removed from the case, after the consolidation request is decided.
- vi)** In deciding whether to consolidate, the arbitrator or consolidation arbitrator shall take into account all relevant circumstances, including:
 - a)** the terms and compatibility of the agreements to arbitrate,
 - b)** applicable law,
 - c)** the timeliness of the request to consolidate and the progress already made in the arbitrations,
 - d)** whether the arbitrations raise common issues of law and/or fact, and

- (d) The AAA may take reasonable administrative actions to accomplish any consolidation or joinder ordered by the arbitrator or as agreed to by the parties. Pending the determination on a consolidation or joinder request, the AAA shall have the authority to stay the arbitration or arbitrations impacted by the consolidation or joinder request, at its sole discretion.

R-9. Interpretation and Application of Rules

The arbitrator shall interpret and apply these Rules insofar as they relate to the arbitrator's powers and duties. When there is more than one arbitrator and a difference arises among them concerning the meaning or application of these Rules, it shall be decided by a majority vote. If that is not possible, either an arbitrator or a party may refer the question to the AAA for final decision. All other rules shall be interpreted and applied by the AAA.

R-10. Mediation

In all cases where a claim or counterclaim exceeds \$100,000, upon the AAA's administration of the arbitration or at any time while the arbitration is pending, the parties shall mediate their dispute pursuant to the applicable provisions of the AAA's Commercial Mediation Procedures, or as otherwise agreed by the parties. Absent an agreement of the parties to the contrary, the mediation shall take place concurrently with the arbitration and shall not serve to delay the arbitration proceedings. However, any party to an arbitration may unilaterally opt out of this Rule upon notification to the AAA and the other parties to the arbitration. The parties shall confirm the completion of any mediation or any decision to opt out of this Rule to the AAA. Unless agreed to by all parties and the mediator, the mediator shall not be appointed as an arbitrator to the case.

R-11. Administrative Conference

At the request of any party or upon the AAA's own initiative, the AAA may conduct an administrative conference, in person, by videoconference or by telephone, with the parties and/or their representatives. The conference may address such issues as arbitrator selection, mediation of the dispute, potential exchange of information, a timetable for hearings, and any other administrative matters.

R-12. Fixing of Locale

The parties may mutually agree on the locale where the arbitration is to be held. When the parties' arbitration agreement requires a specific locale, absent the parties' agreement to change it, or a determination by the arbitrator that

applicable law requires a different locale, the locale shall be that specified in the arbitration agreement.

Any disputes regarding the locale that are to be decided by the AAA must be submitted to the AAA and all other parties within 14 calendar days after the AAA sends notice of the filing of the Demand or by the date established by the AAA. Disputes regarding locale shall be determined in the following manner:

- (a) When the parties' arbitration agreement is silent with respect to locale, and if the parties disagree as to the locale, the AAA shall initially determine the locale of arbitration, subject to the power of the arbitrator after appointment to make a final determination on the locale.
- (b) If the reference to a locale in the arbitration agreement is ambiguous, and the parties are unable to agree to a specific locale, the AAA shall determine the locale, subject to the power of the arbitrator to finally determine the locale.
- (c) If the parties' arbitration agreement specifies more than one possible locale, the filing party may select any of the specified locales at the time of filing, subject to the power of the arbitrator to finally determine the locale.

The arbitrator, at the arbitrator's sole discretion, shall have the authority to conduct special hearings for document production purposes or otherwise at other locations if reasonably necessary and beneficial to the process.

R-13. Appointment from National Roster

If the parties have not appointed an arbitrator and have not provided any other method of appointment, the arbitrator shall be appointed in the following manner:

- (a) The AAA shall send simultaneously to each party to the dispute an identical list of 10 (unless the AAA decides that a different number is appropriate) names of persons chosen from the National Roster. The parties are encouraged to agree to an arbitrator from the submitted list and to advise the AAA of their agreement.
- (b) If the parties are unable to agree upon an arbitrator, each party to the dispute shall have 14 calendar days from the transmittal date in which to strike names objected to, number the remaining names in order of preference, and return the list to the AAA. At its discretion, the AAA may limit the number of strikes permitted. The parties are not required to exchange selection lists. If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable to that party. From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the AAA shall invite the acceptance of an arbitrator to serve. If the parties fail to agree on any of the persons named, or if acceptable arbitrators are unable to act, or if

for any other reason the appointment cannot be made from the submitted lists, the AAA shall have the power to make the appointment from among other members of the National Roster without the submission of additional lists.

- (c) Unless the parties agree otherwise, when there are two or more claimants or two or more respondents, the AAA may appoint all the arbitrators.

R-14. Direct Appointment by Party

- (a) If the agreement of the parties names an arbitrator or specifies a method of appointing an arbitrator, that designation or method shall be followed. If a party selects an arbitrator for appointment, it shall file the name, address, telephone number, and email address of the arbitrator with the AAA. Upon the request of any appointing party, the AAA shall submit a list of members of the National Roster from which the party may, if it so desires, make the appointment.
- (b) Where the parties have agreed that each party is to name one arbitrator, the arbitrators so named must meet the standards of Rule R-19 with respect to impartiality and independence unless the parties have specifically agreed pursuant to Rule R-19(b) that the party-appointed arbitrators are to be non-neutral and need not meet those standards.
- (c) If the agreement specifies a period of time within which an arbitrator shall be appointed and any party fails to make the appointment within that period, the AAA shall make the appointment.
- (d) If no period of time is specified in the agreement, the AAA shall notify the party to make the appointment. If within 14 calendar days after such notice has been sent, an arbitrator has not been appointed by a party, the AAA shall make the appointment.

R-15. Appointment of Chairperson by Party-Appointed Arbitrators, Parties, or the AAA

- (a) Where there is a panel of three or more arbitrators, one arbitrator will be designated as the panel chairperson. Such designation will be according to the terms of the parties' arbitration agreement. However, if the parties' arbitration agreement does not specify how the chairperson is to be selected, the chairperson can be designated, at the AAA's discretion, by the party-appointed arbitrators, the parties, the panel, or the AAA.
- (b) If the arbitration agreement specifies a period of time for appointment of the chairperson and no appointment is made within that period or any agreed extension, the AAA may appoint the chairperson. If no period of time is specified for appointment of the chairperson, and the party-appointed arbitrators or the parties do not make the appointment within 14 calendar days from the date of the appointment of the last party-appointed arbitrator, the AAA may appoint the chairperson.

- (c) Absent the agreement of the parties, the chairperson shall be appointed from the National Roster, and the AAA shall furnish to the party-appointed arbitrators, in the manner provided in Rule R-13, a list selected from the National Roster, and the appointment of the chairperson shall be made as provided in that Rule.

R-16. Nationality of Arbitrator

Where the parties are nationals of different countries, the AAA, at the request of any party or on its own initiative, may appoint as arbitrator a national of a country other than that of any of the parties. The request must be made before the time set for the appointment of the arbitrator as agreed by the parties or set by these Rules.

R-17. Number of Arbitrators

- (a) The parties may agree on the number of arbitrators to hear and determine the case. If the arbitration agreement does not specify the number of arbitrators or is ambiguous, and the parties do not otherwise agree, the dispute shall be heard and determined by one arbitrator, unless the AAA, in its discretion, directs that three arbitrators be appointed. A party may request three arbitrators in the Demand or Answer, which request the AAA will consider in exercising its discretion regarding the number of arbitrators appointed to the dispute.
- (b) Use of terms such as “the arbitrator”, “an arbitrator”, or “the arbitrators” in the arbitration agreement, without further specifying the number of arbitrators, shall not be deemed by the AAA to reflect an agreement as to the number of arbitrators.
- (c) Any request for a change in the number of arbitrators as a result of an increase or decrease in the amount of a claim or a new or different claim must be made to the AAA and other parties to the arbitration no later than seven calendar days after receipt of the Rule R-6-required notice of change of claim amount. If the parties are unable to agree with respect to the request for a change in the number of arbitrators, the AAA shall make that determination.

R-18. Disclosure

- (a) Any person appointed or to be appointed as an arbitrator, as well as the parties and their representatives, shall disclose to the AAA any circumstance likely to give rise to justifiable doubt as to the arbitrator’s impartiality or independence, including any bias or any financial or personal interest in the result of the arbitration or any past or present relationship with the parties or their representatives. Such obligation shall remain in effect throughout the arbitration. Failure on the part of a party or a representative to comply with the requirements of this Rule may result in the waiver of the right to object to an arbitrator in accordance with Rule R-42.

- (b) Upon receipt of such information from the arbitrator or another source, the AAA shall communicate the information to the parties and, if it deems it appropriate to do so, to the arbitrator and others.
- (c) Disclosure of information pursuant to this Rule R-18 is not an indication that the arbitrator considers the disclosed circumstance likely to affect impartiality or independence.

R-19. Disqualification of Arbitrator

- (a) Any arbitrator shall be impartial and independent and shall perform his or her duties with diligence and in good faith, and shall be subject to disqualification for:
 - i) partiality or lack of independence,
 - ii) inability or refusal to perform his or her duties with diligence and in good faith, and
 - iii) any grounds for disqualification provided by applicable law.
- (b) The parties may agree in writing, however, that arbitrators directly appointed by a party pursuant to Rule R-14 shall be non-neutral, in which case such arbitrators need not be impartial or independent and shall not be subject to disqualification for partiality or lack of independence.
- (c) Upon objection of a party to the continued service of an arbitrator, or on its own initiative, the AAA shall determine whether the arbitrator should be disqualified on the grounds set out above, and shall inform the parties of its decision, which decision shall be conclusive.

R-20. Communication with Arbitrator

- (a) No party and no one acting on behalf of any party shall communicate *ex parte* with an arbitrator or a candidate for arbitrator concerning the arbitration, except that a party, or someone acting on behalf of a party, may communicate *ex parte* with a candidate for direct appointment pursuant to Rule R-14 in order to advise the candidate of the general nature of the controversy and of the anticipated proceedings and to discuss the candidate's qualifications, availability, or independence in relation to the parties or to discuss the suitability of candidates for selection as a third arbitrator where the parties or party-designated arbitrators are to participate in that selection.
- (b) Rule R-20(a) does not apply to arbitrators directly appointed by the parties who, pursuant to Rule R-19(b), the parties have agreed in writing are non-neutral. Where the parties have so agreed under Rule R-19(b), the AAA shall as an administrative practice suggest to the parties that they agree further that Rule R-20(a) should nonetheless apply prospectively.
- (c) As set forth in Rule R-44, unless otherwise instructed by the AAA, in the Rules, or by the arbitrator, any documents submitted by any party to the AAA or to the arbitrator shall simultaneously be provided to the other party or parties to the arbitration.

R-21. Vacancies

- (a) If for any reason an arbitrator is unable or unwilling to perform the duties of the office, the AAA may, on proof satisfactory to it, declare the office vacant. Vacancies shall be filled in accordance with the applicable provisions of these Rules.
- (b) In the event of a vacancy in a panel of neutral arbitrators after the hearings have commenced, the remaining arbitrator or arbitrators may continue with the hearing and determination of the controversy, unless the parties agree otherwise.
- (c) In the event of the appointment of a substitute arbitrator, the panel of arbitrators shall determine in its sole discretion whether it is necessary to repeat all or part of any prior hearings.

R-22. Preliminary Hearing

- (a) At the discretion of the arbitrator, and depending on the size and complexity of the arbitration, a preliminary hearing should be scheduled as soon as practicable after the arbitrator has been appointed. The parties should be invited to attend the preliminary hearing along with their representatives. The preliminary hearing may be conducted in person, by video conference or by telephone.
- (b) At the preliminary hearing, the parties and the arbitrator should be prepared to discuss and establish a procedure for the conduct of the arbitration that is appropriate to achieve a fair, efficient, and economical resolution of the dispute. Procedures P-1 and P-2 of these Rules address the issues to be considered at the preliminary hearing.

R-23. Pre-Hearing Exchange and Production of Information

- (a) *Authority of arbitrator.* The arbitrator shall manage any necessary exchange of information among the parties with a view to achieving an efficient and economical resolution of the dispute, while at the same time promoting equality of treatment and safeguarding each party's opportunity to fairly present its claims and defenses.
- (b) *Documents.* The arbitrator may, on application of a party or on the arbitrator's own initiative:
 - i) require the parties to exchange documents in their possession or custody on which they intend to rely;
 - ii) require the parties to update their exchanges of the documents on which they intend to rely as such documents become known to them;
 - iii) require the parties, in response to reasonable document requests, to make available to the other party documents in the responding party's possession or custody, not otherwise readily available to the party seeking the documents, and reasonably believed by the party seeking the documents to exist and to be relevant and material to the outcome of disputed issues; and

- iv)** require the parties, when documents to be exchanged or produced are maintained in electronic form, to make such documents available in the form most convenient and economical for the party in possession of such documents, unless the arbitrator determines that there is good cause for requiring the documents to be produced in a different form. The parties should attempt to agree in advance upon, and the arbitrator may determine, reasonable search parameters to balance the need for production of electronically stored documents relevant and material to the outcome of disputed issues against the cost of locating and producing them.

R-24. Enforcement Powers of Arbitrator

The arbitrator shall have the authority to issue any orders necessary to enforce the provisions of Rules R-22 and R-23 and any other rule or procedure and to otherwise achieve a fair, efficient and economical resolution of the case, including, without limitation:

- (a)** conditioning any exchange or production of confidential documents and information, and the admission of confidential evidence at the hearing, on appropriate orders to preserve such confidentiality;
- (b)** imposing reasonable search parameters for electronic and other documents if the parties are unable to agree;
- (c)** allocating costs of producing documentation, including electronically stored documentation;
- (d)** in the case of willful non-compliance with any order issued by the arbitrator, drawing adverse inferences, excluding evidence and other submissions, and/or making special allocations of costs or an interim award of costs arising from such non-compliance; and
- (e)** issuing any other enforcement orders which the arbitrator is empowered to issue under applicable law.

R-25. Date, Time, Place, and Method of Hearing

The arbitrator shall set the date, time, place, and method (including video, audio or other electronic means when appropriate) for each hearing. The parties shall respond to requests for hearing dates in a timely manner, be cooperative in scheduling the earliest practicable date, and adhere to the established hearing schedule. The AAA shall send a notice of hearing to the parties at least 10 calendar days in advance of the hearing date, unless otherwise agreed by the parties.

R-26. Attendance at Hearing

The arbitrator and the AAA shall maintain the privacy of the hearings unless the law provides to the contrary. Any person having a direct interest in the arbitration is entitled to attend hearings. The arbitrator shall otherwise have the power to require the exclusion of any witness, other than a party or other essential person, during the testimony of any other witness. It shall be discretionary with the arbitrator to determine the propriety of the attendance of any other person.

R-27. Representation

Any party may participate without representation (*pro se*), or by counsel or any other representative of the party's choosing, unless such choice is prohibited by applicable law. A party intending to be so represented shall notify the other party and the AAA of the name, telephone number and address, and email address if available, of the representative at least seven calendar days prior to the date set for the hearing at which that person is first to appear. When such a representative initiates an arbitration or responds for a party, notice is deemed to have been given.

R-28. Oaths

Before proceeding with the first hearing, each arbitrator may take an oath of office and, if required by law, shall do so. The arbitrator may require witnesses to testify under oath administered by any duly qualified person and, if it is required by law or requested by any party, shall do so.

R-29. Official Record of Proceedings

- (a) Any party desiring a transcribed record of a hearing shall make arrangements directly with a transcriber or transcription service and shall notify the arbitrator and the other parties of these arrangements at least seven calendar days in advance of the hearing. The requesting party or parties shall pay the cost of the record.
- (b) No other means of recording any proceeding will be permitted absent the agreement of the parties or per the direction of the arbitrator.
- (c) If the transcript or any other recording is agreed by the parties or determined by the arbitrator to be the official record of the proceeding, it must be provided to the arbitrator and made available to the other parties at the direction of the arbitrator.
- (d) The arbitrator may resolve any disputes with regard to apportionment of the costs of the transcription or other recording.

R-30. Interpreters

Any party wishing an interpreter shall make all arrangements directly with the interpreter and shall assume the costs of the service.

R-31. Postponements

The arbitrator may postpone any hearing upon agreement of the parties, upon request of a party for good cause shown, or upon the arbitrator's own initiative.

R-32. Arbitration in the Absence of a Party or Representative

Unless the law provides to the contrary, the arbitration may proceed in the absence of any party or representative who, after due notice, fails to be present or fails to obtain a postponement. An award shall not be made solely on the default of a party. The arbitrator shall require the party who is present to submit such evidence as the arbitrator may require for the making of an award.

R-33. Conduct of Proceedings

- (a) The claimant shall present evidence to support its claim. The respondent shall then present evidence to support its defense. Witnesses for each party shall also submit to questions from the arbitrator and the adverse party. The arbitrator has the discretion to vary this procedure, provided that the parties are treated with equality and that each party has the right to be heard and is given a fair opportunity to present its case.
- (b) The arbitrator, exercising his or her discretion, shall conduct the proceedings with a view to expediting the resolution of the dispute and may direct the order of proof, bifurcate proceedings and direct the parties to focus their presentations on issues the decision of which could dispose of all or part of the case.
- (c) The arbitrator may also allow for some or all of the presentation of evidence by alternative means including video, audio or other electronic means other than an in-person presentation. Such alternative means must afford a full opportunity for all parties to present any evidence that the arbitrator deems material and relevant to the resolution of the dispute and, when involving witnesses, provide an opportunity for cross-examination.
- (d) The parties may agree to waive oral hearings in any case and may also agree to utilize the *Procedures for Resolution of Disputes Through Document Submission*, found in Procedure E-6.

R-34. Dispositive Motions

- (a) The arbitrator may allow the filing of and make rulings upon a dispositive motion only if the arbitrator determines the moving party has shown that the motion is likely to succeed and to dispose of or narrow the issues in the case.
- (b) Consistent with the goal of achieving an efficient and economical resolution of the dispute, the arbitrator shall consider the time and cost associated with the briefing of a dispositive motion in deciding whether to allow any such motion.
- (c) Fees, expenses, and compensation associated with a motion or an application to make a motion may be assessed as provided for in Rule R-49(c).

R-35. Evidence

- (a) The parties may offer such evidence as is relevant and material to the dispute and shall produce such evidence as the arbitrator may deem necessary to an understanding and determination of the dispute. Conformity to legal rules of evidence shall not be necessary. All evidence shall be taken in the presence of all of the arbitrators and all of the parties, except where any of the parties is absent, in default, or has waived the right to be present.
- (b) The arbitrator shall determine the admissibility, relevance, and materiality of the evidence offered and may exclude evidence deemed by the arbitrator to be cumulative or irrelevant.
- (c) The arbitrator shall take into account applicable principles of legal privilege, such as those involving the confidentiality of communications between a lawyer and client.
- (d) An arbitrator or other person authorized by law to subpoena witnesses or documents may do so upon the request of any party or independently.

R-36. Evidence by Written Statements and Post-Hearing Filing of Documents or Other Evidence

- (a) At a date agreed upon by the parties or ordered by the arbitrator, the parties shall give written notice for any witness or expert witness who has provided a written witness statement to appear in person at the arbitration hearing for examination. If such notice is given, and the witness fails to appear, the arbitrator may disregard the written witness statement and/or expert report of the witness or make such other order as the arbitrator may consider to be just and reasonable.
- (b) If a witness whose testimony is represented by a party to be essential is unable or unwilling to testify at the hearing, either in person or through electronic or other means, either party may request that the arbitrator order the witness to appear in person for examination before the arbitrator at a time and location where the witness is willing and able to appear voluntarily or can legally be compelled to do so. Any such order may be conditioned upon payment by the requesting party of all reasonable costs associated with such examination.

- (c) If the parties agree or the arbitrator directs that documents or other evidence be submitted to the arbitrator after the hearing, the documents or other evidence shall be filed with the AAA for transmission to the arbitrator. All parties shall be afforded an opportunity to examine and respond to such documents or other evidence.

R-37. Inspection or Investigation

An arbitrator finding it necessary to make an inspection or investigation in connection with the arbitration shall direct the AAA to so advise the parties. The arbitrator shall set the date and time and the AAA shall notify the parties. Any party who so desires may be present at such an inspection or investigation. In the event that one or all parties are not present at the inspection or investigation, the arbitrator shall make an oral or written report to the parties and afford them an opportunity to comment.

R-38. Interim Measures

- (a) The arbitrator may take whatever interim measures he or she deems necessary, including injunctive relief and measures for the protection or conservation of property and disposition of perishable goods.
- (b) Such interim measures may take the form of an interim award, and the arbitrator may require security for the costs of such measures.
- (c) A request for interim measures addressed by a party to a judicial authority shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate.

R-39. Emergency Measures of Protection

- (a) Unless the parties agree otherwise, the provisions of this Rule shall apply to arbitrations conducted under arbitration clauses or agreements entered on or after October 1, 2013. This Rule shall not apply to cases administered pursuant to the Expedited Procedures.
- (b) A party in need of emergency relief prior to the constitution of the panel shall notify the AAA and all other parties in writing of the nature of the relief sought and the reasons why such relief is required on an emergency basis. The application shall also set forth the reasons why the party is entitled to such relief. Such notice may be given by facsimile or email or other reliable means, but must include a statement certifying that all other parties have been notified or an explanation of the steps taken in good faith to notify other parties.

- (c) Within one business day of receipt of notice from the AAA initiating the request referenced in section (b), the AAA shall appoint a single emergency arbitrator designated to rule on emergency applications. The emergency arbitrator shall expeditiously disclose any circumstance likely, on the basis of the facts disclosed on the application, to affect such arbitrator's impartiality or independence. Any challenge to the appointment of the emergency arbitrator must be made within one business day of the communication by the AAA to the parties of the appointment of the emergency arbitrator and the circumstances disclosed.
- (d) The emergency arbitrator shall as soon as possible, but in any event within two business days of appointment, establish a schedule for consideration of the application for emergency relief. Such a schedule shall provide a reasonable opportunity to all parties to be heard, but may provide for proceeding by telephone or video conference or on written submissions as alternatives to a formal hearing. The emergency arbitrator shall have the authority vested in the tribunal under Rule R-7, including the authority to rule on her or his own jurisdiction, and shall resolve any disputes over the applicability of this Rule R-39.
- (e) If, after consideration, the emergency arbitrator is satisfied that the party seeking the emergency relief has shown that immediate and irreparable loss or damage shall result in the absence of emergency relief, and that such party is entitled to such relief under applicable law, the emergency arbitrator may enter an interim order or award granting the relief and stating the reason therefore.
- (f) Any application to modify an interim award of emergency relief must be based on changed circumstances and may be made to the emergency arbitrator until the non-emergency ("merits") arbitrator is appointed; thereafter such a request shall be addressed to the merits arbitrator. The emergency arbitrator shall have no further power to act after the merits arbitrator is appointed unless the emergency arbitrator is named as the merits arbitrator or as a member of the panel.
- (g) Any interim award of emergency relief may be conditioned on provision by the party seeking such relief for appropriate security.
- (h) A request for interim measures addressed by a party to a judicial authority shall not be deemed incompatible with this Rule, the agreement to arbitrate or a waiver of the right to arbitrate. If the AAA is directed by a judicial authority to nominate a special master to consider and report on an application for emergency relief, the AAA shall proceed as provided in this Rule, and the references to the emergency arbitrator shall be read to mean the special master, except that the special master shall issue a report rather than an interim award.
- (i) The costs associated with applications for emergency relief shall initially be apportioned by the emergency arbitrator or special master, subject to the power of the merits arbitrator to determine finally the apportionment of such costs. The emergency arbitrator may take into consideration whether the request for emergency relief was made in good faith.

R-40. Closing of Hearing

- (a) The arbitrator shall specifically inquire of all parties whether they have any further proofs to offer or witnesses to be heard. Upon receiving negative replies or if satisfied that the record is complete, the arbitrator shall declare the hearing closed.
- (b) If documents or responses are to be filed as provided in Rule R-36, or if briefs are to be filed, the hearing shall be declared closed as of the date the arbitrator is satisfied that the record is complete, and such date shall occur no later than seven calendar days from the date of receipt of the last such submissions or hearing transcript.
- (c) The time limit within which the arbitrator is required to make the award shall commence, in the absence of other agreements by the parties, upon the closing of the hearing. The AAA may extend the time limit for rendering of the award only in unusual and extreme circumstances.

R-41. Reopening of Hearing

The hearing may be reopened on the arbitrator's initiative, or by the direction of the arbitrator upon application of a party, at any time before the award is made. If reopening the hearing would prevent the making of the award within the specific time agreed to by the parties in the arbitration agreement, the matter may not be reopened unless the parties agree to an extension of time. When no specific date is fixed by agreement of the parties, the arbitrator shall have 30 calendar days from the closing of the reopened hearing within which to make an award (or 14 calendar days if the case is governed by the Expedited Procedures).

R-42. Waiver of Rules

Any party who proceeds with the arbitration after knowledge that any provision or requirement of these Rules has not been complied with and who fails to state an objection in writing shall be deemed to have waived the right to object.

R-43. Extensions of Time

The parties may modify by mutual agreement any period of time established by these Rules or the parties' arbitration agreement. The AAA or the arbitrator may for good cause extend any period of time established by these Rules, except the time for making the award. The AAA shall notify the parties of any extension.

R-44. Serving of Notice and Communications

- (a) The service methods set forth in Rule R-4(b)(iii) may also be used for the delivery of any filing, notice or communication throughout the course of the arbitration proceeding.
- (b) The AAA, the arbitrator, and the parties may also use alternative methods of communication or other platforms as directed by the AAA or as agreed by the parties or directed by the arbitrator to exchange any communication or other notice required by these Rules during the course of the arbitration.
- (c) Unless otherwise instructed by the AAA or by the arbitrator, any party submitting any document or written communication to another party, the AAA or the arbitrator, shall simultaneously provide that material to all other participants, including the AAA.
- (d) Failure to provide the other party with copies of communications provided to the AAA or the arbitrator may prevent the AAA or the arbitrator from acting on any requests or objections contained therein.
- (e) The AAA may direct that any oral or written communications sent by a party or their representative shall be sent in a particular manner. The failure of a party or their representative to comply with any such direction may result in the AAA's refusal to consider the issue raised in the communication.
- (f) The AAA may initiate administrative communications with the parties or their representatives either jointly or individually.
- (g) Any method of service on or notice to a party must be made in such a manner to provide that party with reasonable opportunity to be heard with regard to the dispute.

R-45. Confidentiality

- (a) Unless otherwise required by applicable law, court order, or the parties' agreement, the AAA and the arbitrator shall keep confidential all matters relating to the arbitration or the award.
- (b) Upon the agreement of the parties or the request of any party, the arbitrator may make orders concerning the confidentiality of the arbitration proceedings or of any other matters in connection with the arbitration and may take measures for protecting trade secrets and confidential information.

R-46. Majority Decision

- (a) When the panel consists of more than one arbitrator, unless required by law or by the arbitration agreement or section (b) of this Rule, a majority of the arbitrators must make all decisions.
- (b) Where there is a panel of three arbitrators, absent an objection of a party or another member of the panel, the chairperson of the panel is authorized to

resolve any disputes related to the exchange of information or procedural matters without the need to consult the full panel.

- (c) Absent an objection of a party or another member of the panel, the chairperson may sign any order on behalf of the panel.

R-47. Time of Award

The award shall be made promptly by the arbitrator and, unless otherwise agreed by the parties or specified by law, no later than 30 calendar days from the date of closing the hearing, or, if oral hearings have been waived, from the due date set for receipt of the parties' final statements and proofs.

R-48. Form of Award

- (a) Any award shall be in writing and signed by a majority of the arbitrators. Signatures may be executed in electronic or digital form. The award shall be executed in the form and manner required by law.
- (b) The arbitrator need not render a reasoned award unless the parties request such an award in writing prior to appointment of the arbitrator or unless the arbitrator determines that a reasoned award is appropriate.

R-49. Scope of Award

- (a) The arbitrator may grant any remedy or relief that the arbitrator deems just and equitable and within the scope of the agreement of the parties, including, but not limited to, specific performance of a contract.
- (b) In addition to a final award, the arbitrator may make other decisions, including interim, interlocutory, or partial rulings, orders, and awards. In any interim, interlocutory, or partial award, the arbitrator may assess and apportion the fees, expenses, and compensation related to such award as the arbitrator determines is appropriate.
- (c) In the final award or any order disposing of all of the case, the arbitrator shall assess the fees, expenses, and compensation provided in Rules R-55, R-56, and R-57. The arbitrator may also assess such fees, expenses, and compensation in any order or award disposing of part of the case. The arbitrator may apportion such fees, expenses, and compensation among the parties in such amounts as the arbitrator determines is appropriate.
- (d) The award of the arbitrator may include:
 - i) interest at such rate and from such date as the arbitrator may deem appropriate; and
 - ii) an award of attorneys' fees if all parties have requested such an award or it is authorized by law or the parties' arbitration agreement.

R-50. Award Upon Settlement – Consent Award

- (a) If the parties settle their dispute during the course of the arbitration and if the parties so request, the arbitrator may set forth the terms of the settlement in a “consent award.” A consent award must include an allocation of arbitration costs, including administrative fees and expenses as well as arbitrator fees and expenses as set forth in Rule R-49(c).
- (b) The consent award shall not be released to the parties until all administrative fees and all arbitrator compensation have been paid in full.

R-51. Delivery of Award to Parties

Parties shall accept as notice and delivery of the award the placing of the award or a true copy thereof in the mail addressed to the parties or their representatives at their last known addresses, personal or electronic service of the award, or the filing of the award in any other manner that is permitted by law.

R-52. Modification of Award

- (a) Within 20 calendar days after the transmittal of any award, any party, upon notice to the other parties, may request the arbitrator, through the AAA, interpret the award or correct any clerical, typographical, or computational errors in the award. The arbitrator is not empowered to re-determine the merits of any claim already decided. The other parties shall be given 10 calendar days to respond to the request. The arbitrator shall dispose of the request within 20 calendar days after transmittal by the AAA to the arbitrator of the request and any response thereto.
- (b) If the arbitrator has established a different schedule for such requests, responses, and disposition, the arbitrator’s schedule will supersede the deadlines set forth in this Rule.

R-53. Release of Documents for Judicial Proceedings

The AAA shall, upon the written request of a party to the arbitration, furnish to the party, at its expense, copies or certified copies of any papers in the AAA’s possession that are not determined by the AAA to be privileged or confidential.

R-54. Applications to Court and Exclusion of Liability

- (a) No judicial proceeding by a party relating to the subject matter of the arbitration shall be deemed a waiver of the party’s right to arbitrate.
- (b) Neither the AAA nor any arbitrator in a proceeding under these Rules is a necessary or proper party in any judicial proceedings relating to the arbitration or any other services provided by the AAA.

- (c) Parties to an arbitration under these Rules shall be deemed to have consented that judgment upon the arbitration award may be entered in any federal or state court having jurisdiction thereof.
- (d) Parties to an arbitration under these Rules shall be deemed to have consented that the AAA shall not be liable to any party in any action for damages, or injunctive or other relief, for any act or omission in connection with any arbitration administered in whole or in part by the AAA or conducted under these Rules. Parties shall also be deemed to have consented that the arbitrator shall not be liable to any party in any action for damages, or injunctive or other relief, for an act or omission in connection with any arbitration administered in whole or in part by the AAA.
- (e) Parties to an arbitration under these Rules may not call the arbitrator, the AAA, or AAA employees as a witness in litigation or any other proceeding relating to the arbitration. The arbitrator, the AAA and AAA employees are not competent to testify as witnesses in any such proceeding.

R-55. Administrative Fees

As a not-for-profit organization, the AAA shall prescribe administrative fees to compensate it for the cost of providing administrative services. The fee schedule in effect when the Demand is filed will apply throughout the pendency of the case. The administrative fees shall be paid initially by the party or parties making a claim or counterclaim, subject to final apportionment by the arbitrator in the award. The AAA may, in the event of extreme hardship on the part of any party, defer or reduce the administrative fees.

R-56. Expenses

The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the arbitration, including required travel and other expenses of the arbitrator, AAA representatives, and any witness and the cost of any proof produced at the direct request of the arbitrator, shall be borne equally by the parties, unless they agree otherwise or unless the arbitrator in the award assesses such expenses or any part thereof against any specified party or parties.

R-57. Neutral Arbitrator's Compensation

- (a) Arbitrators shall be compensated at a rate consistent with the arbitrator's stated rate of compensation at the time their AAA resume is presented to the parties for consideration pursuant to Rule R-13, unless otherwise determined by the AAA. Such compensation will be consistent with the provisions of the arbitrator's executed *Notice of Compensation Arrangements*.

- (b) If there is disagreement concerning the terms of compensation, an appropriate rate shall be established with the arbitrator by the AAA and confirmed to the parties.
- (c) Any arrangement for the compensation of a neutral arbitrator shall be made through the AAA and not directly between the parties and the arbitrator.

R-58. Deposits

- (a) The AAA will require the parties to deposit in advance of any hearings such sums of money as it deems necessary to cover the expense of the arbitration, including the arbitrator's compensation and expenses, if any, and shall render an accounting to the parties and return any unexpended balance at the conclusion of the case. A party's failure to make the requested deposits by the date established by the AAA may result in the AAA's or the arbitrator's taking any appropriate steps as set forth in Rule R-59.
- (b) Other than in cases where the arbitrator serves for a flat fee, deposit amounts requested will be based on estimates provided by the arbitrator. The arbitrator will determine the estimated amount of deposits using the information provided by the parties with respect to the complexity of each case.
- (c) The AAA shall request from the arbitrator an itemization or explanation for the arbitrator's request for deposits.
- (d) The AAA will allocate the deposits requested among the parties and will establish due dates for the collection of those deposits.

R-59. Remedies for Nonpayment

If arbitrator compensation or expenses or the AAA's administrative fees have not been paid in full, the AAA may so inform the parties so that one of them may advance the required payment.

- (a) Upon receipt of information from the AAA that payment for administrative fees or deposits for arbitrator compensation or expense have not been paid in full, to the extent the law allows, a party may request that the arbitrator take specific measures relating to a party's non-payment. Such measures may include, but are not limited to:
 - i) limiting a party's ability to assert or pursue its claim, and
 - ii) prohibiting a non-paying party from filing any motion.
- (b) In no event, however, shall a party be precluded from defending a claim or counterclaim.
- (c) The arbitrator must provide the party opposing a request for such measures with the opportunity to respond prior to making any ruling regarding the same.

- (d) In the event that the arbitrator grants any request for relief which limits any party's participation in the arbitration, the arbitrator shall require the party who is making a claim and who has made appropriate payments to submit such evidence as the arbitrator may require for the making of an award.
- (e) Upon receipt of information from the AAA that full payments have not been received, the arbitrator, on the arbitrator's own initiative or at the request of the AAA or a party, may order the suspension of the arbitration. If no arbitrator has yet been appointed, the AAA may suspend the proceedings.
- (f) If the arbitration has been suspended by either the AAA or the arbitrator and the parties have failed to make the full payments requested within the time provided after the suspension, the arbitrator, or the AAA if an arbitrator has not been appointed, may terminate the proceedings.

R-60. Sanctions

- (a) The arbitrator may, upon a party's request, order appropriate sanctions where a party fails to comply with its obligations under these Rules or with an order of the arbitrator. In the event that the arbitrator enters a sanction that limits any party's participation in the arbitration or results in an adverse determination of an issue or issues, the arbitrator shall explain that order in writing and shall require the submission of evidence and legal argument prior to making of an award. The arbitrator may not enter a default award as a sanction.
- (b) The arbitrator must provide a party that is subject to a sanction request with the opportunity to respond prior to making any determination regarding the sanctions application.

Preliminary Hearing Procedures

P-1. General

- (a)** In all but the simplest cases, holding a preliminary hearing as early in the process as possible will help the parties and the arbitrator organize the proceeding in a manner that will maximize efficiency and economy, and will provide each party a fair opportunity to present its case.
- (b)** Care must be taken to avoid importing procedures from court systems, as such procedures may not be appropriate to the conduct of arbitrations as an alternative form of dispute resolution that is designed to be simpler, less expensive and more expeditious.

P-2. Checklist

- (a)** The following checklist suggests subjects that the parties and the arbitrator should address at the preliminary hearing, in addition to any others that the parties or the arbitrator believe to be appropriate to the particular case. The items to be addressed in a particular case will depend on the size, subject matter, and complexity of the dispute, and are subject to the discretion of the arbitrator:
 - i)** the possibility of other non-adjudicative methods of dispute resolution, including mediation pursuant to Rule R-10;
 - ii)** whether all necessary or appropriate parties are included in the arbitration;
 - iii)** whether a party will seek a more detailed statement of claims, counterclaims or defenses;
 - iv)** whether there are any anticipated amendments to the parties' claims, counterclaims, or defenses;
 - v)** which
 - a)** arbitration rules;
 - b)** procedural law; and
 - c)** substantive law govern the arbitration;
 - vi)** issues related to cybersecurity, privacy and data protection to provide for an appropriate level of security and compliance in connection with the proceeding;
 - vii)** whether there are any threshold or dispositive issues that can efficiently be decided without considering the entire case, including without limitation,
 - a)** any preconditions that must be satisfied before proceeding with the arbitration;
 - b)** whether any claim or counterclaim falls outside the arbitrator's jurisdiction or is otherwise not arbitrable;

- c) consolidation of the claims or counterclaims with another arbitration; or
 - d) bifurcation of the proceeding.
- viii) whether the parties will exchange documents, including electronically stored documents, on which they intend to rely in the arbitration, and/or make written requests for production of documents within defined parameters;
 - ix) whether to establish any additional procedures to obtain information that is relevant and material to the outcome of disputed issues;
 - x) how costs of any searches for requested information or documents that would result in substantial costs should be borne;
 - xi) whether any measures are required to protect confidential information;
 - xii) Whether the parties shall disclose:
 - a) whether any non-party (such as a third-party funder or an insurer) has undertaken to pay or to contribute to the cost of a party's participation in the arbitration, and if so, to identify the person or entity concerned and to describe the nature of the undertaking; and
 - b) whether any non-party (such as a funder, insurer, parent company, or ultimate beneficial owner) has an economic interest in the outcome of the arbitration, and if so, to identify the person or entity concerned and to describe the nature of the interest;
 - xiii) whether the parties intend to present evidence from expert witnesses, and if so, whether to establish a schedule for the parties to identify their experts and exchange expert reports;
 - xiv) whether, according to a schedule set by the arbitrator, the parties will:
 - a) identify all witnesses, the subject matter of their anticipated testimonies, exchange written witness statements, and determine whether written witness statements will replace direct testimony at the hearing;
 - b) exchange and pre-mark documents that each party intends to submit; and
 - c) exchange pre-hearing submissions, including exhibits;
 - xv) the date, time and place of the arbitration hearing;
 - a) whether, at the arbitration hearing,
 - b) testimony may be presented in person, in writing, by videoconference, via the internet, telephonically, or by other reasonable means;
 - xvi) there will be a stenographic transcript or other record of the proceeding and, if so, who will make arrangements to provide it;
 - xvii) whether any procedure needs to be established for the issuance of subpoenas;
 - xviii) the identification of any ongoing, related litigation or arbitration;
 - xix) whether post-hearing submissions will be filed;

- xx)** the form of the arbitration award; and
 - xxi)** any other matter the arbitrator considers appropriate or a party wishes to raise.
- (b)** The arbitrator shall issue a written order memorializing decisions made and agreements reached during or following the preliminary hearing.

Expedited Procedures

E-1. Limitation on Extensions

- (a) Except in extraordinary circumstances, the AAA or the arbitrator may grant a party no more than one seven-day extension of time to respond to the Demand for Arbitration or counterclaim as provided in Rule R-5.
- (b) Any other extension requests may be granted only after consideration of Procedure E-7.

E-2. Changes of Claim or Counterclaim

A claim or counterclaim may be increased in amount, or a new or different claim or counterclaim added, any time prior to the appointment of the arbitrator. However, after the arbitrator is appointed, no new or different claim or counterclaim may be submitted except with the arbitrator's consent. If an increased claim or counterclaim exceeds \$100,000, the case will be administered under the regular Commercial Arbitration Rules unless all parties and the arbitrator agree that the case may continue to be administered under the Expedited Procedures.

E-3. Serving of Notice

In addition to notice provided by Rule R-44, the parties shall also accept notice by telephone. Telephonic notices by the AAA shall subsequently be confirmed in writing to the parties. Should there be a failure to confirm in writing any such oral notice, the proceeding shall nevertheless be valid if notice has, in fact, been given by telephone.

E-4. Appointment and Qualifications of Arbitrator

- (a) The AAA shall simultaneously submit to each party an identical list of five proposed arbitrators drawn from its National Roster from which one arbitrator shall be appointed.
- (b) The parties are encouraged to agree to an arbitrator from this list and to advise the AAA of their agreement. If the parties are unable to agree upon an arbitrator, each party may strike two names from the list and return it to the AAA within seven days from the date of the AAA's mailing to the parties. If for any reason the appointment of an arbitrator cannot be made from the list, the AAA may make the appointment from other members of the panel without the submission of additional lists.
- (c) The parties will be given notice by the AAA of the appointment of the arbitrator, who shall be subject to disqualification for the reasons specified in Rule R-19.

The parties shall notify the AAA within seven calendar days of any objection to the arbitrator appointed. Any such objection shall be for cause and shall be confirmed in writing to the AAA with a copy to the other party or parties.

E-5. Discovery, Motions, and Conduct of Proceedings

- (a) At least two business days prior to the hearing, the parties shall exchange copies of all exhibits they intend to submit at the hearing. The arbitrator shall resolve disputes concerning the exchange of exhibits.
- (b) No other discovery shall be permitted except as allowed by the arbitrator for good cause shown. If the arbitrator allows additional discovery, the AAA, in consultation with the arbitrator, may remove the case from the Expedited Procedures.
- (c) There shall be no motions except as allowed by the arbitrator for good cause shown.

E-6. Proceedings on Documents and Procedures for the Resolution of Disputes Through Document Submission

Where no party's claim exceeds \$25,000, exclusive of interest, attorneys' fees and arbitration costs, and other cases in which the parties agree, the dispute shall be resolved by submission of documents, unless any party requests an oral hearing, or the arbitrator determines that an oral hearing is necessary. Where cases are resolved by submission of documents, the following procedures may be utilized at the agreement of the parties or the discretion of the arbitrator:

- (a) Within 14 calendar days of confirmation of the arbitrator's appointment, the arbitrator may convene a preliminary management hearing, via conference call, video conference, or internet, to establish a fair and equitable procedure for the submission of documents, and, if the arbitrator deems appropriate, a schedule for one or more telephonic or electronic conferences.
- (b) The arbitrator has the discretion to remove the case from the documents-only process if the arbitrator determines that an in-person hearing is necessary.
- (c) If the parties agree to in-person hearings after a previous agreement to proceed under this Procedure, the arbitrator shall conduct such hearings. If a party seeks to have in-person hearings after agreeing to this Procedure, but there is not agreement among the parties to proceed with in-person hearings, the arbitrator shall resolve the issue after the parties have been given the opportunity to provide their respective positions on the issue.
- (d) The arbitrator shall establish the date for either written submissions or a final telephonic or electronic conference. Such date shall operate to close the hearing and the time for the rendering of the award shall commence.
- (e) Unless the parties have agreed to a form of award other than that set forth in Rule R-48, when the parties have agreed to resolve their dispute by this Procedure, the

arbitrator shall render the award within 14 calendar days from the date the hearing is closed.

- (f) If the parties agree to a form of award other than that described in Rule R-48, the arbitrator shall have 30 calendar days from the date the hearing is declared closed in which to render the award.
- (g) The award is subject to all other provisions of the regular Commercial Arbitration Rules which pertain to awards.

E-7. Date, Time, Place, and Method of Hearing

In cases in which a hearing is to be held, the arbitrator shall set the date, time, place, and method of the hearing, to be scheduled to take place no more than 60 days after the preliminary hearing or as otherwise mutually agreed to between the parties and the arbitrator. The AAA will notify the parties in advance of the hearing date.

E-8. The Hearing

- (a) Absent good cause shown, the hearing shall not exceed one day. Each party shall have equal opportunity to submit its proofs and complete its case. The arbitrator shall determine the order of the hearing, and may require further submission of documents within two business days after the hearing.
- (b) For good cause shown, the arbitrator may schedule one additional day of hearings to be completed within seven business days after the initial day of hearing or as soon as practicable as determined by the arbitrator. In cases where the hearing is scheduled to exceed one day, the AAA, in consultation with the arbitrator, may remove the case from the Expedited Procedures.
- (c) Generally, there will be no stenographic record. Any party desiring a transcribed record of the hearing may arrange for one pursuant to the provisions of Rule R-29.

E-9. Time of Award

Unless otherwise agreed by the parties and arbitrator, the award shall be rendered not later than 14 calendar days from the date of the closing of the hearing or, if oral hearings have been waived, from the due date established for the receipt of the parties' final statements and proofs.

E-10. Arbitrator's Compensation

- (a) Arbitrators will receive compensation at a rate to be suggested by the AAA regional office.
- (b) For cases that are removed from the Expedited Procedures after the preliminary hearing is held, the arbitrator shall be compensated pursuant to Rule R-57.

Procedures for Large, Complex Commercial Disputes

L-1. Administrative Conference

Prior to the dissemination of a list of potential arbitrators, the AAA may, unless the parties agree otherwise, conduct an administrative conference with the parties and/or their attorneys or other representatives by conference call or video conference. The conference will take place as soon as practicable after the commencement of the arbitration. In the event the parties are unable to agree on a mutually acceptable time for the conference, the AAA may contact the parties individually to discuss the issues contemplated herein. Such administrative conference shall be conducted for the following purposes and for such additional purposes as the parties or the AAA may deem appropriate:

- (a) to obtain additional information about the nature and magnitude of the dispute and the anticipated length of hearing and scheduling;
- (b) to discuss the views of the parties about the technical and other qualifications of the arbitrators;
- (c) to obtain conflicts statements from the parties; and
- (d) to consider, with the parties, whether mediation or other non-adjudicative methods of dispute resolution might be appropriate.

L-2. Arbitrators

- (a) Large, complex commercial cases shall be heard and determined by either one or three arbitrators, as may be agreed upon by the parties. With the exception in paragraph (b) below, if the parties do not agree upon the number of arbitrators and a claim or counterclaim involves at least \$3,000,000 then three arbitrators shall hear and determine the case; otherwise one arbitrator shall hear and determine the case.
- (b) In cases involving the financial hardship of a party or other circumstance, the AAA at its discretion may require that only one arbitrator hear and determine the case, regardless of the amount of the claim and counterclaim.
- (c) The AAA shall appoint the arbitrator as agreed by the parties. If they are unable to agree on a method of appointment, the AAA shall appoint arbitrators from the Large, Complex Commercial Case Panel, in the manner provided in the regular Commercial Arbitration Rules. Absent agreement of the parties, the arbitrator shall not have served as the mediator in the mediation phase of the instant proceeding.

L-3. Management of Proceedings

- (a) The arbitrator shall take such steps as deemed necessary or desirable to avoid delay and to achieve a fair, speedy and cost-effective resolution of a Large, Complex Commercial Dispute.
- (b) As promptly as practicable after the selection of the arbitrator(s), a preliminary hearing shall be scheduled in accordance with Procedures P-1 and P-2 of these rules.
- (c) The parties shall exchange copies of all exhibits they intend to submit at the hearing at least 10 calendar days prior to the hearing unless the arbitrator determines otherwise.
- (d) The parties and the arbitrator shall address issues pertaining to the pre-hearing exchange and production of information in accordance with Rule R-23 of the AAA Commercial Rules, and the arbitrator's determinations on such issues shall be included within a scheduling order.
- (e) The arbitrator, or any single member of the panel, shall be authorized to resolve any disputes concerning the pre-hearing exchange and production of documents and information by any reasonable means within their discretion, including, without limitation, the issuance of orders set forth in Rules R-23 and R-24 of the AAA Commercial Rules.
- (f) In exceptional cases, at the discretion of the arbitrator, upon good cause shown and consistent with the expedited nature of arbitration, the arbitrator may order depositions to obtain the testimony of a person who may possess information determined by the arbitrator to be relevant and material to the outcome of the case. The arbitrator may allocate the cost of taking such a deposition.
- (g) Generally, hearings will be scheduled on consecutive days or in blocks of consecutive days in order to maximize efficiency and minimize costs.

Administrative Fee Schedule

FOR THE CURRENT ADMINISTRATIVE FEE SCHEDULE, PLEASE VISIT www.adr.org/feeschedule.

Commercial Mediation Procedures

M-1. Agreement of Parties*

Whenever, by stipulation or in their contract, the parties have provided for mediation or conciliation of existing or future disputes under the auspices of the American Arbitration Association or under these procedures, the parties and their representatives, unless agreed otherwise in writing, shall be deemed to have made these procedural guidelines, as amended and in effect as of the date of filing of a request for mediation, a part of their agreement and designate the AAA as the administrator of their mediation.

The parties by mutual agreement may vary any part of these procedures including, but not limited to, agreeing to conduct the mediation via telephone or other electronic or technical means.

M-2. Initiation of Mediation

Any party or parties to a dispute may initiate mediation under the AAA's auspices by making a request for mediation to any of the AAA's regional offices or case management centers via telephone, email, regular mail or fax. Requests for mediation may also be filed online via AAA WebFile at www.adr.org.

The party initiating the mediation shall simultaneously notify the other party or parties of the request. The initiating party shall provide the following information to the AAA and the other party or parties as applicable:

- (i) A copy of the mediation provision of the parties' contract or the parties' stipulation to mediate.
- (ii) The names, regular mail addresses, email addresses, and telephone numbers of all parties to the dispute and representatives, if any, in the mediation.

**If a contract calls for the Commercial Mediation Procedures, and the dispute is between a consumer and a business or between an online marketplace or platform and an individual user or subscriber (using or subscribed to the service as an individual and not incorporated) and the dispute does not involve work or work-related claims, the AAA has the discretion to apply the Consumer Mediation Procedures and Consumer Fee Schedule.*

If the dispute is between an individual employee or an independent contractor (working or performing as an individual and not incorporated) and a business or organization and the dispute involves work or work-related claims, including any statutory claims and including work-related claims under independent contractor agreements, the AAA has the discretion to apply the Employment/Workplace Mediation Procedures and Employment/Workplace Fee Schedule.

If a contract calls for the Consumer Mediation Procedures, and the dispute is not between a consumer and a business, the AAA has the discretion to apply the Commercial Mediation Procedures and Commercial Fee schedule

- (iii) A brief statement of the nature of the dispute and the relief requested.
- (iv) Any specific qualifications the mediator should possess.

M-3. Representation

Subject to any applicable law, any party may be represented by persons of the party's choice. The names and addresses of such persons shall be communicated in writing to all parties and to the AAA.

M-4. Appointment of the Mediator

If the parties have not agreed to the appointment of a mediator and have not provided any other method of appointment, the mediator shall be appointed in the following manner:

- (i) Upon receipt of a request for mediation, the AAA will send to each party a list of mediators from the AAA's Panel of Mediators. The parties are encouraged to agree to a mediator from the submitted list and to advise the AAA of their agreement.
- (ii) If the parties are unable to agree upon a mediator, each party shall strike unacceptable names from the list, number the remaining names in order of preference, and return the list to the AAA. If a party does not return the list within the time specified, all mediators on the list shall be deemed acceptable. From among the mediators who have been mutually approved by the parties, and in accordance with the designated order of mutual preference, the AAA shall invite a mediator to serve.
- (iii) If the parties fail to agree on any of the mediators listed, or if acceptable mediators are unable to serve, or if for any other reason the appointment cannot be made from the submitted list, the AAA shall have the authority to make the appointment from among other members of the Panel of Mediators without the submission of additional lists.

M-5. Mediator's Impartiality and Duty to Disclose

AAA mediators are required to abide by the *Model Standards of Conduct for Mediators* in effect at the time a mediator is appointed to a case. Where there is a conflict between the *Model Standards* and any provision of these Mediation Procedures, these Mediation Procedures shall govern. The Standards require mediators to (i) decline a mediation if the mediator cannot conduct it in an impartial manner, and (ii) disclose, as soon as practicable, all actual and potential conflicts of interest that are reasonably known to the mediator and could reasonably be seen as raising a question about the mediator's impartiality.

Prior to accepting an appointment, AAA mediators are required to make a reasonable inquiry to determine whether there are any facts that a reasonable individual would consider likely to create a potential or actual conflict of interest for the mediator. AAA mediators are required to disclose any circumstance likely to create a presumption of bias or prevent a resolution of the parties' dispute within the time-frame desired by the parties. Upon receipt of such disclosures, the AAA shall immediately communicate the disclosures to the parties for their comments.

The parties may, upon receiving disclosure of actual or potential conflicts of interest of the mediator, waive such conflicts and proceed with the mediation. In the event that a party disagrees as to whether the mediator shall serve, or in the event that the mediator's conflict of interest might reasonably be viewed as undermining the integrity of the mediation, the mediator shall be replaced.

M-6. Vacancies

If any mediator shall become unwilling or unable to serve, the AAA will appoint another mediator, unless the parties agree otherwise, in accordance with section M-4.

M-7. Duties and Responsibilities of the Mediator

- (i) The mediator shall conduct the mediation based on the principle of party self-determination. Self-determination is the act of coming to a voluntary, uncoerced decision in which each party makes free and informed choices as to process and outcome.
- (ii) The mediator is authorized to conduct separate or *ex parte* meetings and other communications with the parties and/or their representatives, before, during, and after any scheduled mediation conference. Such communications may be conducted via telephone, in writing, via email, online, in person or otherwise.
- (iii) The parties are encouraged to exchange all documents pertinent to the relief requested. The mediator may request the exchange of memoranda on issues, including the underlying interests and the history of the parties' negotiations. Information that a party wishes to keep confidential may be sent to the mediator, as necessary, in a separate communication with the mediator.
- (iv) The mediator does not have the authority to impose a settlement on the parties but will attempt to help them reach a satisfactory resolution of their dispute. Subject to the discretion of the mediator, the mediator may make

oral or written recommendations for settlement to a party privately or, if the parties agree, to all parties jointly.

- (v) In the event a complete settlement of all or some issues in dispute is not achieved within the scheduled mediation session(s), the mediator may continue to communicate with the parties, for a period of time, in an ongoing effort to facilitate a complete settlement.
- (vi) The mediator is not a legal representative of any party and has no fiduciary duty to any party.

M-8. Responsibilities of the Parties

The parties shall ensure that appropriate representatives of each party, having authority to consummate a settlement, attend the mediation conference.

Prior to and during the scheduled mediation conference session(s) the parties and their representatives shall, as appropriate to each party's circumstances, exercise their best efforts to prepare for and engage in a meaningful and productive mediation.

M-9. Privacy

Mediation sessions and related mediation communications are private proceedings. The parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of the parties and with the consent of the mediator.

M-10. Confidentiality

Subject to applicable law or the parties' agreement, confidential information disclosed to a mediator by the parties or by other participants (witnesses) in the course of the mediation shall not be divulged by the mediator. The mediator shall maintain the confidentiality of all information obtained in the mediation, and all records, reports, or other documents received by a mediator while serving in that capacity shall be confidential.

The mediator shall not be compelled to divulge such records or to testify in regard to the mediation in any adversary proceeding or judicial forum.

The parties shall maintain the confidentiality of the mediation and shall not rely on, or introduce as evidence in any arbitral, judicial, or other proceeding the following, unless agreed to by the parties or required by applicable law:

- (i) Views expressed or suggestions made by a party or other participant with respect to a possible settlement of the dispute;
- (ii) Admissions made by a party or other participant in the course of the mediation proceedings;
- (iii) Proposals made or views expressed by the mediator; or
- (iv) The fact that a party had or had not indicated willingness to accept a proposal for settlement made by the mediator.

M-11. No Stenographic Record

There shall be no stenographic record of the mediation process.

M-12. Termination of Mediation

The mediation shall be terminated:

- (i) By the execution of a settlement agreement by the parties; or
- (ii) By a written or verbal declaration of the mediator to the effect that further efforts at mediation would not contribute to a resolution of the parties' dispute; or
- (iii) By a written or verbal declaration of all parties to the effect that the mediation proceedings are terminated; or
- (iv) When there has been no communication between the mediator and any party or party's representative for 21 days following the conclusion of the mediation conference.

M-13. Exclusion of Liability

Neither the AAA nor any mediator is a necessary party in judicial proceedings relating to the mediation. Neither the AAA nor any mediator shall be liable to any party for any error, act or omission in connection with any mediation conducted under these procedures.

M-14. Interpretation and Application of Procedures

The mediator shall interpret and apply these procedures insofar as they relate to the mediator's duties and responsibilities. All other procedures shall be interpreted and applied by the AAA.

M-15. Deposits

Unless otherwise directed by the mediator, the AAA will require the parties to deposit in advance of the mediation conference such sums of money as it, in consultation with the mediator, deems necessary to cover the costs and expenses of the mediation and shall render an accounting to the parties and return any unexpended balance at the conclusion of the mediation.

M-16. Expenses

All expenses of the mediation, including required traveling and other expenses or charges of the mediator, shall be borne equally by the parties unless they agree otherwise. The expenses of participants for either side shall be paid by the party requesting the attendance of such participants.

M-17. Cost of the Mediation

FOR THE CURRENT ADMINISTRATIVE FEE SCHEDULE, PLEASE VISIT www.adr.org/feeschedule.



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PROOF OF SERVICE

I, the undersigned, am employed in the county of San Francisco, State of California. I am over the age of 18 and not a party to the within action; my business address is 655 Montgomery Street, Suite 900, San Francisco, CA 94111.

On February 23, 2026, I caused to be served the following document(s) described as follows:

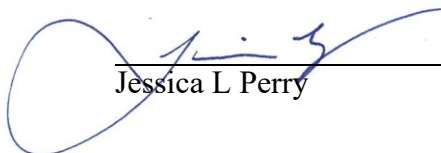
DECLARATION OF MATT LOREY IN SUPPORT OF DEFENDANT SMARTRENT TECHNOLOGIES, INC.’S MOTION TO COMPEL ARBITRATION AND STAY PROCEEDINGS PENDING ARBITRATION

on the parties stated below, by the following means of service:

BY ELECTRONIC TRANSMISSION – I caused a true PDF copy of the above-mentioned document(s) to be transmitted by e-mail on the date indicated above to the parties identified below at their respective e-mail addresses cited below

<p>Jacob A. Snow, Esq. Nicolas A. Hidalgo, Esq. AMERICAN CIVIL LIBERTIES UNION FOUNDATION OF NORTHERN CALIFORNIA 39 Drumm Street San Francisco, CA 94111 Ph: (415) 621-2493 jsnow@aclunc.org; nhidalgo@aclunc.org <i>Attorneys for Plaintiffs</i></p>	<p>Joseph Tobener, Esq. Sarah McCracken, Esq. TOBENER RAVENSCROFT LLP 21 Masonic Avenue, Suite A San Francisco, CA 94118 Ph: (415) 504-2165 jtobener@tobenerlaw.com; smccracken@tobenerlaw.com <i>Attorneys for Plaintiffs</i></p>
<p>Michael W. Sobol, Esq. Melissa Gardner, Esq. Linnea D. Pittman (Pro Hac Vice forthcoming) LIEFF CABRASER HEIMANN & BERNSTEIN, LLP 275 Battery Street, 29th Floor San Francisco, CA 94111 Ph: (415) 956-1000 msobol@lchb.com; mgardner@lchb.com; lpittman@lchb.com <i>Attorneys for Plaintiffs</i></p>	<p>Theane Evangelis, Esq. Jeremy S. Smith, Esq. Daniel M. Rubin, Esq. Amanda M. Sadra, Esq. GIBSON, DUNN & CRUTCHER LLP 333 South Grand Avenue Los Angeles, California 90071 Ph: (213) 229-7000 tevangelis@gibsondunn.com; jssmith@gibsondunn.com; drubin@gibsondunn.com; asadra@gibsondunn.com <i>Attorneys for Defendants Equity Residential, ERP Operating Limited Partnership, Equity Residential Management LLC, Equity-Tasman Apartments LLC, Archstone Daggett Place LLC, Archstone South Market LP, and EQR-Terraces Limited Partnership</i></p>

Executed on February 23, 2026, at San Francisco, California. I declare under penalty of perjury under the laws of the State of California, that the above is true and correct.



Jessica L Perry