



ZEMAN HOMES INC.

WEBSITES TERMS OF USE

Last Modified: March 21, 2023

1. Acceptance of the Terms of Use

These terms of use are entered into by and between you and Mobile Management Zeman Homes Inc. d/b/a Zeman Homes Inc. (“**Zeman Homes**”, “**we**” or “**us**”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these “**Terms of Use**”), govern your access to and use of <https://www.zemanhomes.com>, <https://www.zemanrv.com>, and our residential portal located at <https://mobile.twa.rentmanager.com>, including any content, functionality and services offered on or through these websites (each, a “**Website**”), whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the Websites. By using the Websites, you accept and agree to be bound and abide by these Terms of Use and our [Privacy Notice](#), incorporated herein by reference. If you do not want to agree to these Terms of Use or the [Privacy Notice](#), you must not access or use the Websites.

The Websites are offered and available to users who are 18 years of age or older, and reside in the United States or any of its territories or possessions. By using these Websites, you represent and warrant that you are of legal age to form a binding contract with Zeman Homes and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Websites.

2. Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Websites thereafter.

Your continued use of the Websites following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page periodically, so you are aware of any changes, as they are binding on you.

3. Accessing the Websites and Account Security

We reserve the right to withdraw or amend the Websites, and any service or material we provide on the Websites, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Websites are unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Websites, or the entire Websites, to users, including registered users.

You are responsible for:

- Making all arrangements necessary for you to have access to the Websites.
- Ensuring that all persons who access the Websites through your internet connection are aware of these Terms of Use and comply with them.

To access the Websites or some of the resources they offer, you may be asked to provide certain registration details or other information. It is a condition of your use of the Websites that all the information you provide on the Websites are correct, current and complete. You agree that all information you provide to register with the Websites or otherwise, including but not limited to through the use of any interactive features on the Websites, are governed by our [Privacy Notice](#), and you consent to all actions we take with respect to your information consistent with our Privacy Notice.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity except for other residents that live with you in one of our communities. You also acknowledge that your account is personal to you and agree not to provide any other person except for other residents that live with you in one of our communities with access to the Websites or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

4. Intellectual Property Rights

The Websites and their entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by Zeman Homes, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

Unless otherwise agreed upon in writing between you and Zeman Homes, these Terms of Use permit you to use the Websites your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Websites, except as necessary to access the Websites on your computer. You may also print or download one copy of a reasonable number of pages of the Websites for your own personal, non-commercial use and not for further reproduction, publication or distribution.

You must not:

- Modify copies of any materials from the Websites;

- Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text; or
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Websites.

You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Websites in breach of the Terms of Use, your right to use the Websites will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Websites or any content on the Websites is transferred to you, and all rights not expressly granted are reserved by the Zeman Homes. Any use of the Websites not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

5. Trademarks

The Zeman Homes name, the terms “So Affordable” and “So Much More,” the Zeman Homes logos, and all related names, logos, product and service names, designs and slogans are trademarks of Zeman Homes or its affiliates or licensors. You must not use such marks without the prior written permission of Zeman Homes or its affiliates or licensors. All other names, logos, product and service names, designs and slogans on the Websites are the trademarks of their respective owners.

6. Prohibited Uses

You may use the Websites only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Websites:

- 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).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail”, “chain letter” or “spam” or any other similar solicitation.
- To impersonate or attempt to impersonate Zeman Homes, a Zeman Homes employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Websites, or which, as determined by us, may harm Zeman Homes or users of the Websites or expose them to liability.

Additionally, you agree not to:

- Use the Websites in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Websites, including their ability to engage in real time activities through the Websites.
- Use any robot, spider or other automatic device, process or means to access the Websites for any purpose, including monitoring or copying any of the material on the Websites.
- Use any manual process to monitor or copy any of the material on the Websites or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Websites.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Websites, the server on which the Websites is stored, or any server, computer or database connected to the Websites.
- Attack the Websites via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Websites.

7. Monitoring and Enforcement; Termination

We have the right to:

- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Websites.
- Terminate or suspend your access to all or part of the Websites for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone submitting any materials on or through the Websites. YOU WAIVE AND HOLD HARMLESS ZEMAN HOMES, INC. AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ZEMAN HOMES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER ZEMAN HOMES OR LAW ENFORCEMENT AUTHORITIES.

We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

8. Copyright Infringement

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Website infringes your copyright, you may request removal of those materials (or access to them) from the Website by submitting written notification to our Copyright Agent

(designated below). In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (*17 U.S.C. § 512*) (“**DMCA**”), the written notice (the “**DMCA Notice**”) must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Website, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your name, postal address, telephone number and, if available, e-mail address).
- Include both of the following statements in the body of the DMCA Notice:

“I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use).”

“I hereby state that the information in this DMCA Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed.”

- Our designated Copyright Agent to receive DMCA Notices is:

Legal Department
Zeman Homes, Inc.
6547 N. Avondale Ave
Suite 301
Chicago, IL 60631
(773) 792-2515
copyrightagent@zemanhomes.com

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Please be aware that if you knowingly materially misrepresent that material or activity on the Websites is infringing your copyright, you may be held liable for damages (including costs and attorneys’ fees) under Section 512(f) of the DMCA.

Repeat Offenders: Please note that it is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers.

9. Reliance on Information Posted

The information presented on or through the Websites are made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Websites, or by anyone who may be informed of any of its contents.

Our Websites may include content provided by third parties, including materials provided by third-party licensors or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Zeman Homes, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Zeman Homes. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

10. Changes to the Websites

We may update the content on the Websites from time to time, but its content is not necessarily complete or up-to-date. Any of the content on the Websites may be out of date at any given time, and we are under no obligation to update such content.

11. Information About You and Your Visits to the Websites

All information we collect on the Websites are subject to our [Privacy Notice](#). By using the Websites, you consent to all actions taken by us with respect to your information in compliance with the [Privacy Notice](#).

12. Online Reservations and Other Terms and Conditions

Prices posted on the Websites may be different than prices offered at one of our communities. All prices, discounts, and promotions posted on the Websites are subject to change without notice. The price charged for a reservation or other related services will be the price in effect at the time the reservation or other order is placed and will be set out in any confirmation we send you. Unless otherwise specified, posted prices do not include applicable taxes or other charges required by law. All such taxes or charges will be added to your total. We strive to display accurate information about our communities (including pricing information), however we may, on occasion, make inadvertent typographical errors, inaccuracies, or omissions, related to pricing, availability, amenities, or other features of our communities. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any reservations arising from such occurrences.

Terms of payment for your reservation or application to purchase or rent in one communities are within our sole discretion and, unless otherwise agreed by us in writing, any required payment(s) must be received by us at or before acceptance of a reservation or your application. We accept all major credit cards for reservations and application fees. You represent and warrant that (i) the credit card information you supply to us is true, correct and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including shipping and handling charges and all applicable taxes, if any, regardless of the amount quoted on the Websites at the time of your reservation or application.

In addition to the above, all reservations to stay at one of our communities, applications to purchase or rent at one of our communities, or other transactions made by you on or through our Websites (including on websites operated that process reservations for or on behalf of Zeman Homes) are governed by the applicable terms and conditions, cancellation policy, and other community-specific restrictions for each of our communities (collectively, “**Community Terms**”). You are required to review the Community Terms for the applicable community prior

to completing your reservation or application. All such Community Terms are hereby incorporated by this reference into these Terms of Use.

13. Linking to the Websites and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

You must not:

- Establish a link from any Website that is not owned by you or that you have permission to post on.
- Cause the Websites or portions of them to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
- Link to any part of the Websites other than the homepage.
- Otherwise take any action with respect to the materials on the Websites that is inconsistent with any other provision of these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

14. Links from the Websites

If the Websites contain links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party Websites linked to our Websites, you do so entirely at your own risk and subject to the terms and conditions of use for such Websites.

15. Geographic Restrictions

The owner of the Websites is based in the state of Illinois in the United States. We provide the Websites for use only by persons located in the United States. We make no claims that the Websites or any of its content is accessible or appropriate outside of the United States. Access to the Websites may not be legal by certain persons or in certain countries. If you access the Websites from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

16. Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files or content available for downloading from the internet or the Websites will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Websites for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED

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ZEMAN HOMES HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

17. Limitation on Liability

IN NO EVENT WILL ZEMAN HOMES, ITS AFFILIATES OR ITS LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITES, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITES OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

18. Indemnification

You agree to defend, indemnify and hold harmless Zeman Homes, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use, or your use of the Websites, including, but not limited to, any use of the Websites' content or services other than as expressly authorized in these Terms of Use or your use of any information obtained from the Websites.

19. Governing Law and Jurisdiction

All matters relating to the Websites and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Websites shall be instituted exclusively in the federal courts of the United States or the courts of the State of Illinois in each case located in the City of Chicago and County of Cook County although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

20. Waiver and Severability

No waiver by Zeman Homes of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Zeman Homes to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

21. Entire Agreement

The Terms of Use and our Privacy Notice constitute the sole and entire agreement between you and Zeman Homes with respect to the Websites, and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Websites.

22. Your Comments and Concerns

Our Websites are operated by Zeman Homes, Inc.; 6547 North Avondale Avenue
Chicago, IL 60631.

All other feedback, comments, requests for technical support and other communications relating to the Websites should be directed to: privacy@zemanhomes.com.